

## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/00900/06  
(hereinafter referred to as the "Employer")

and

### **Pending**

Registration Number:  
(hereinafter referred to as the "Contractor")

<b>Contract Number</b>	<b>KBY/53997</b>
<b>Start Date</b>	<b>To be advised</b>
<b>Completion Date</b>	<b>To be advised</b>

## CONTRACT DOCUMENTS

### Form of Offer and Acceptance

### Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3<sup>rd</sup> edition – available separately)

### Pricing Data

### Service Information

### Site Information

### Appendices

Preview copy



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: WRAC/KBC/22125 (KBY/53997)

DESCRIPTION OF THE WORKS: FOR GENERAL RENOVATIONS, BUILD NEW BOARD ROOM, ERECTING OF CAR PORTS AND LAY PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU FOR A PERIOD OF SIX (6) MONTHS.

## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for Transnet Freight Rail, Real Estate Management, Kimberley

For general renovations, build new board room, erecting of car ports and lay paving to various assets at ground zero near Kathu for a period of six (6) months.

Tenders should have a CIDB contractor grading designation of 2GB or higher.

The physical address for collection of tender documents is Transnet Freight Rail, Supply Chain Services, Real Estate Management Building, Room 1, Austen Street, Beaconsfield, Kimberley.

**Documents may be collected or email during working hours after 15 August 2016, Office Hours 07H30 – 16H00, until 22 August 2016, 15H00. No RFQ documents will be issued after 22 August 2016, 15H00.**

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

Mr/Ms Leonie Visagie  
 Tel No 053-838 3119  
 Fax No. 053-838 3007  
 Email Leonie.Visagie@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at – Bidders to meet TFR staff at Shell Garage at the entrance of Kathu on 23 August 2016 starting at 10H00 hrs. (Bidders must wear safety boots and reflective vests since it's a mining area)

The closing time for receipt of tenders is 10H00 hrs on 6 September 2016. In the tender box 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).**



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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

Fax No. (053) 838 3007

Tender KBY/53997

No.:

Attention: Leonie Visagie

Closing 6 September 2016

Date:

**For: [For general renovations, build new board room, erecting of car ports and lay paving to various assets at ground zero near Kathu for a period of six (6) months]**

**On the Transnet Freight Rail**

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

**Check**

**Yes**

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

**No**

REASON FOR NOT TENDERING:

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

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

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

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

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

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

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

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

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

Clause	Data
F.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
<b>Part T1: Tendering procedures</b>	T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
<b>Part T2 : Returnable documents</b>	T2.1 List of Returnable Documents T2.2 Returnable Schedules
<b>Part C: The Contract</b>	
<b>Part C1: Agreements and contract data</b>	C1.1 Form of Offer and Acceptance C1.2 Contract Data (Part 1 & 2)
<b>Part C2: Pricing data</b>	C2.1 Pricing Instructions C2.2 Activity Schedules / Bill of Quantities
<b>Part C3: Scope of work</b>	C3.1 Works Information
<b>Part C4: Site information</b>	C4.1 Site Information
F.1.4 The Employer's agent is:	Regional Procurement Manager/Lead
Name:	Christopher Williams
Address:	Real Estate Management Building, Austen Street, Beaconsfield, Kimberley
Tel No.	053 083-3477
Fax No.	011 774 9787
E – mail	Christopher.Williams@transnet.net

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:

- a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below *(if applicable)*
- b) Health and Safety Plan.
- c) Method Statement

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 2GB or higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation in the 2GB 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 2GB 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

3. Pre-Qualifying Quality (Functionality) Criteria

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

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

Pre-qualifying Quality criteria	Sub-Criteria	Weight	Maximum number of points
<b>Experience</b>		<b>30</b>	<b>30</b>
Completed four (4) or more similar projects (30)	30		
Completed less than four (4) or more similar projects (20)	20		
<b>Experience of Key Staff</b>		<b>10</b>	<b>10</b>
Project Manager (5)	5		
Supervisor (5)	5		
<b>Plant &amp; Equipment</b>		<b>20</b>	<b>20</b>
Bakkie (10)	10		
Compactor (10)	10		

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<b>Method Statement</b>		<b>10</b>	<b>10</b>
Detailed plan of how supplier intends to do the work (10)	10		
<b>Health and Safety Plan</b>		<b>30</b>	<b>30</b>
A safety plan to be submitted in accordance with the OHS1993 and TFR health and safety specification TFR-ISM-RN-R&C-FM009			
<b>Maximum possible score for pre-qualifying Quality</b>			<b>100</b>

Pre-qualifying Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules: (List applicable evaluation schedules and include such schedules in the returnable schedules)

- T2.2-4 Availability of Equipment
- T2.2-7 Management and CV's of Key Persons
- T2.2-22 Health and Safety Plan
- T2.2-25 Pre-qualification Experience

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

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

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

F.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.2.10.3 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.

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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.

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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:

Location of tender box: Office No 2

Physical address: Transnet SOC Limited  
Secretariat of the Acquisition Council, Admin support Office  
Office No 2  
Real Estate Management Building  
Auston Street, Beaconsfield  
Kimberley  
0301

F.2.15.1 Identification details: The tender documents must be submitted in a sealed envelope labelled with:

- Name of Tenderer
- Contact person and details
- The Tender number: KBY/53997
- The Tender Description: **General renovations, build new boardroom, erect car ports and laying of paving to various assets at Ground Zero near Kathu.**

Documents must be marked for the attention of:  
Christopher Williams

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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F.2.16 The tender offer validity period is 12 weeks

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F.2.18 Provide, on request by the *Employer*, any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the *Employer* for the purpose of a full and fair risk assessment. Should the tenderer not provide the material,



or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

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

F.2.22 Return all retained tender documents within 28 days after the expiry of the validity period

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

1. a valid **original** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS accredited or IRBA approved B-BBEE verification certificate, and
3. A completed Supplier Declaration Form (Stamped and signed by the commissioner of oaths)
4. Letter of Good Standing

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

F.3.4 The time and location for opening of the tender offers are:  
Time 10:15 on Tuesday, 16 September 2016

Location: Ground Floor, Boardroom, Real Estate Management, Austen Street, Beaconsfield, Kimberley

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

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:

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

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

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

**Note:**

In the event that, in the application of the 80/20 preference point system as stipulated, all tenders received exceed the estimated Rand value of R1 000 000, the tender invitation must be cancelled

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 submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document

- c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) 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;
- e) the tenderer does not appear on Transnet list for restricted tenderers.
- 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 the 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 tenders or substance of the tender offer is sought, offered, or permitted.

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

**F.2.18 Provide other material**

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

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

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

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



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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
- Not disclose to tenderers or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8 Test for responsiveness**
- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
  - has been properly and fully completed and signed, and
  - 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:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - 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 Offer**

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

$$NFO = W1 \times A$$

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

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

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

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

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

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

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

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

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

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

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

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

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

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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## T2.1 List of Returnable Documents

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

- T2.2-15 **Eligibility Criteria Schedule:** Certification of attendance at a tender clarification meeting
- T2.2-22 Health and Safety Plan

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

- T2.2-4 Availability of Equipment
- T2.2.7 Management and CV's of Key Persons
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience

### 3. Returnable Schedules

- T2.2-3 Risk Elements
- T2.2-4 Availability of equipment and other resources
- T2.2-7 Management and CV's of key persons
- T2.2-8 Schedule of proposed Subcontractors/consultants
- T2.2-9 Insurance provided by the Contractor
- T2.2-14 Authority to submit tender
- T2.2-15 Certificate of attendance at tender clarification meeting
- T2.2-16 Record of addenda to tender documents
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-22 Health and Safety Plan
- T2.2-24 Capacity and ability to meet delivery schedule
- T2.2-25 Previous experience
- T2.2-31 Supplier Code of Conduct
- T2.2-34 Supplier Declaration Form
- T2.2-36 RFQ Declaration Form
- T2.2.43 Breach of Law
- T2.2-50 B-BBEE Preference Points claim Form
- T2.2-51 Certificate of Acquaintance with Tender Documents



4. C1.1: Offer portion of Form of Offer & Acceptance
5. C1.2: Contract Data Part 2: Data by *Contractor*
6. C2.2: Price List
7. C3.1: Works Information
8. C4.1: Site Information

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## Management & CV's of Key Persons – TSC<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 you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the NEC3 Term Service 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 Contract (with amendments June 2006 and April 2013).

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

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / 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/ Consultant.	B-BBEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

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

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

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

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

Insurance against (See clause 83.2 of the TSC)	Name of Insurance Company	Cover	Premium
Loss of or damage caused to the works, Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the works, plant and materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.			
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 \_\_\_\_\_

## T2.2-14: 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 \_\_\_\_\_ (lat) Mr/Ms \_\_\_\_\_, acting in  
 the capacity of \_\_\_\_\_, was authorised to sign all documents in  
 connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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### C. Certificate for Joint Venture

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

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

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

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

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## D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

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

This is to certify that

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

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

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

Held at:	The Shell Garage at the entrance of Kathu	
On (date)	23 August 2016	Starting time: 10:00

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

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

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Capacity \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Capacity \_\_\_\_\_

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Capacity \_\_\_\_\_ Date & time \_\_\_\_\_

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

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

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

Attach additional pages if more space is required.

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 . . . . .

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

Preview Copy

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

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

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



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

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. A safety plan to be submitted in accordance with the OHS1993 and Transnet Freight Rail's Health and Safety Specification TFR-ISM-RN-R&C-FM009.
3. Construction Safety File (Index).
4. Construction Safety Work Method Statement.

**Attached submissions to this schedule:**

.....  
 .....

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

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

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

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

Tenderer \_\_\_\_\_

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

### Note to tenderers:

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

A schedule detailing the following:

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

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

Preview Copy

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 of, their design, installation and commissioning capability.

Employer, contact person and telephone number:	Description of Contract	Value of work. Inclusive of VAT (Rand)	Date Completed

Preview Copy

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

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

Tenderer \_\_\_\_\_

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

Transnet 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 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 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 Limited.

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

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

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

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

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

\_\_\_\_\_  
Signature

## Supplier Declaration Form

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

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How many personnel does the firm employ	Permanent		Part time	
---	-----------	--	-----------	--

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

Preview copy



## T2.2-36: TENDER DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

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

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

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

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

Preview COPY

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

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

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

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

NATURE OF BREACH:

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

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

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

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

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

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

## T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

### 1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the Tender will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

### 2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 5(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Tender" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a Tender by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total

revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the Tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Tenderer;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of Tender invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another Tenderer.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.

3.6 Should two or more Tenders be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below: *[delete either column "Maximum 10" or "Maximum 20"]*

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

4.2 Tenderers who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Tenderers who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for

a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Tenderers who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tenderer qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Tenderers are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Tenderers in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 / 20 points]

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: KBY/53997

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

.....

.....
- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

TENDER DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: KBY/53997

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

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

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF TENDERER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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

NAME OF TENDERING ENTITY:

---

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

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

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

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

Preview Copy

# C1.1 Form of Offer & Acceptance

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for General Renovations, build new boardroom, erect car ports and laying of paving to various assets at Ground Zero near Kathu

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
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:** \_\_\_\_\_

*(Insert name and address of organisation)*

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

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ *(Insert name and address of organisation)*  
 Transnet SOC Ltd

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

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

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule W1: Dispute resolution procedure
	and secondary Options	X7: Delay damages X16: Retention Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) <sup>1</sup>	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/00090/06)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Supply Chain Services Kimberley
	Tel No.	(053) 838 3477
	Fax No.	(011) 774 9787

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

10.1	The <i>Project Manager</i> is: (Name)	Alan Lotriet
	Address	Transnet Freight Rail, Kimberley
	Tel	053 838-3106
	Fax	
	e-mail	Alan.Lotriet@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Norman Papenfus
	Address	REM
	Tel No.	051 408 3224
	Fax No.	
	e-mail	Norman.Papenfus@transnet.net
11.2(13)	The <i>works</i> are	General Renovations, build new boardroom, erect car ports and laying of paving to various assets at Ground Zero near Kathu
11.2(15)	The <i>boundaries of the site</i> are	Ground Zero near Kathu
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the works is	To be advised.
31.2	The <i>starting date</i> is.	To be advised.
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the works.
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	10 <sup>th</sup> (tenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.
<b>7</b>	<b>Title</b>	No additional data is required for this section of the <i>conditions of contract</i> .



**8 Risks and insurance**

<b>80.1</b>	These are additional <i>Employer's</i> risks	<b>1. None</b>
<b>84.2</b>	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>

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

**Whatever the *Contractor* deems desirable in addition to which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

<b>84.2</b>	The insurance against loss of or damage to the <i>works</i> , Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off, and Project Specific Insurance	<p><b>R</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Select one</th> <th></th> </tr> </thead> <tbody> <tr> <td>BPCI</td> <td></td> </tr> <tr> <td>PCI</td> <td style="text-align: center;">X</td> </tr> <tr> <td>PCI Liab only</td> <td></td> </tr> <tr> <td>PCI One Off</td> <td></td> </tr> <tr> <td>PSI</td> <td></td> </tr> </tbody> </table>	Select one		BPCI		PCI	X	PCI Liab only		PCI One Off		PSI	
Select one														
BPCI														
PCI	X													
PCI Liab only														
PCI One Off														
PSI														

<b>84.1</b>	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the selected Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the selected insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, plant, materials &amp; equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the selected insurance policy for Contract Works / Public Liability</b>

	<p>Cover / indemnity</p> <p>The deductibles are</p>	<p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>as stated in the selected insurance policy for Contract Works / Public Liability</p>
<p>84.1</p>	<p>3 Insurance against:</p> <p>Cover / indemnity</p> <p>Cover / indemnity:</p> <p>The deductibles are:</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability</p> <p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>The deductibles are in respect of each and every theft claim 0,1% of contract value subject to a minimum of R2,500 and a maximum of R25,000</p>
<p>84.1</p>	<p>The <i>Contractor</i> provides these additional insurances.</p>	<p>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</p> <p>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the Employer that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</p> <p>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</p> <p>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of</p>

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		<p>5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement</p> <p>6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R ( to be determined by risk assessment of the potential risk exposure)</p> <p>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></p>
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	No additional data is required for this Option
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa)  the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)  Kimberley

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	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>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
<b>X7.1</b>	Delay damages for Completion of the whole of the <i>works</i> are	<b>R600.00 per day</b>
<b>X16</b>	<b>Retention (not used with Option F)</b>	
<b>X16.1</b>	The <i>retention free amount</i> is	<b>N/A</b>
	The <i>retention percentage</i> is	<b>10%</b>

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# C1.2 Contract Data

## Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is _____% The subcontracted fee percentage is _____%	
11.2(18)	The working areas are the Site	
24.1	The Contractor's key persons are: 1 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____ 2 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____	
		CV's (and further key persons data including CVs) are in T2.2-7
<b>11.2(3)</b>	The completion date for the whole of the works is	To be advised
11.2(14)	The following matters will be included in the Risk Register	T2.2-3

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

<b>11:2(19)</b>	The Works Information for the Contractor's design is in:	C3
<b>31:1</b>	The programme identified in the Contract Data is	To be supplied within 7 (seven) days
<b>A</b>	<b>Priced contract with activity schedule</b>	
<b>11:2(20)</b>	The activity schedule is in	C3
<b>11:2(30)</b>	The tendered total of the Prices is	(in words), excluding VAT
<b>Data for Schedules of Cost Components</b>		<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.</i>
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>

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## C2 Pricing Data

### C2.1 Pricing Instructions

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

If the *Contractor* is to be paid an amount for the item which is not adjusted 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 or work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

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

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

## C2.1: Pricing Instructions

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Price List in the works information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
2. Any additional costs foreseen by the Tenderer for items not included in the Price List shall be included in the List to be submitted, under the item "P's & G's". These items must be specified.
3. It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, Bylaws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted but will be subject to approval by the Employer.
5. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount proportioned to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
6. The following abbreviations are used in the Price List: Ea = Each
7. The prices and rates in this Price List are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
8. Where the Works Information requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
9. Where no quantity has been provided against an item in the Price List, the Contractor shall use their discretion and provide the quantity.
10. The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Works information.
11. For each item in the Price List, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
12. The total in the Price List shall be exclusive of VAT, and shall be transferred to Contractor's Offer.
13. Additional work not covered in the Price List shall be listed and quoted for by the tenderers in a separate sheet.
14. Payment Certificates – On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Price List and complete the Progress Assessment Detail Form, where after the Progress Assessment Certificate will be issued.
15. The Contractor shall then submit a VAT invoice and attach the Progress Certificate mentioned in clause 14 of this section for payment by the Employer.



16. Contractor shall provide the Employer with the necessary details and documentation as required in order to enable the Employer to make electronic payments.

## C2.2 Price List

The Price List is as follows:

PAGE 1 OF 6

SUB TOTAL PAGE 1

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### ASSET NO: NEW BOARDROOM

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILINGS</b>					
34	Install Pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles to existing concrete ceiling. See attached specifications for item	48	M <sup>2</sup>		
<b>WALLS INTERIOR</b>					
62	Paint new plaster wall 1 coat primer (test wall for moisture before painting new plaster, cover section with plastic sheet to test). Allow paint to dry overnight. Primer must be over coated within 14 days (see attached specification)	138	M <sup>2</sup>		
63	Do preparations as specified and paint smooth plaster walls 2 coats Dulux or Plascon PVA paint, item include all preparations as specified.	90	M <sup>2</sup>		
94	Replace or fit plastic interior air brick	12	EA		
96	Lay damp proof course 220mm wide x 375 micron	30	M		
103	Place in position 100mm precast concrete lintel above doorframe, window frame or opening when building new wall (for 220mm wall x 2 distance).	12	EA		
112	Plaster Interior wall ± 15mm thick one coat smooth finish plaster. Item does not include soffits and reveals, see item for soffits and reveals (mix for plaster 1 part cement and 5 parts approved plaster sand) (read all attached detailed specifications)	90	M <sup>2</sup>		

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
114	Item extra over to plaster, plaster reveals and soffits up to 300mm wide (reveal of wall is the side of openings which is at right angle to the general face of the wall. Soffits area is the top horizontal area of openings (lintel section)	35	M		
183	Apply reflective film to window glass.	14	M <sup>2</sup>		
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between TFR Project Manager and the Contractor.	1	EA		
<b>WINDOWS INTERIOR</b>					
138	Manufacture and fit standard brick pattern burglar bars with 12mm diameter round steel bars. Paint bars 1 coat Plascon or Dulux steel primer, undercoat and gloss enamel (m <sup>2</sup> = window opening to be covered by bars.)	12	M <sup>2</sup>		
158	Tile window sill with ceramic floor tiles, tile sill and tile 80mm wide against wall, fit plastic tile edge strip to finished edge between wall tiles and sill tiles (specify tiles for sill) 200mm wide	9	M		
163	Install / replace vertical blinds complete with new rail with approved type blinds. Size 1400mm wide x 1500mm drop. Colour Chico Rust. Measured for face fit. Rail anodized aluminium. Read attached specifications.	6	EA		

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WINDOWS INT/AND EXT**

191	Fit window panes clear to new window frame, size 1250mm x 0.45mm x 3mm thick as per attached specification. Area up to 0.75m <sup>2</sup> use 3mm, up to 1.50m <sup>2</sup> use 4mm, up to 2.10m <sup>2</sup> use 5mm, up to 3.2m <sup>2</sup> use 6mm.	72	EA		
205	Paint residential large pane type window frame complete, with 1 coat universal undercoat and 2 coats Dulux Pearglo White. Item includes removing all old paint from glass area and cleaning of glass. See detailed specifications.	12	M <sup>2</sup>		
217	Paint burglar bars 10-12mm diameter round bar 1 coat universal undercoat and 2 coats Dulux water base Pearglo (m <sup>2</sup> = whole window opening covered by the burglar bars). See attached detailed specifications.	12	M <sup>2</sup>		
224	Build in new window frame in new wall (specify type)	12	M <sup>2</sup>		

**DOORS/SECURITY GATES**

243	Fit or replace standard round rubber type door stop.	1	EA		
247	Fit / Replace aluminium draught excluder (weather board aluminium type)	1	EA		
248	Fit new hydraulic door closer (specify type)	1	EA		
293	Install single aluminium hinged door complete with safety smoked glass, aluminium frame, 3 hinges and lock for opening up to 900mm wide x 2.10m high. Read all the attached specifications.	1	EA		
304	Manufacture and install security gate 2.10m x 900 mm. Paint gate 1 coat steel anti rust primer, 1 coat universal undercoat and 1 coat gloss enamel, read attached detailed specifications.	1	EA		

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**FLOORS**

347	Fit 25mm wide x 3mm thick brass weather strips in concrete floor at threshold (fit just on inside of door in concrete floor/topping to prevent water from entering between floor and door)	1	M		
374	Lay 1 <sup>st</sup> grade ceramic floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide use only Tylon WB11 tile adhesive for ceramic tiles adhesive as approved by Project Manager. Type tile as per sample tile shown at site meeting. (read attached detailed specifications)	48	M <sup>2</sup>		
424	Cast 80mm thick concrete floor (concrete mix 1 part cement, 3 parts river sand and 5 parts 19mm stone) as per attached specification, 20mpa strong. Concrete shall be mixed with concrete mixer or shall be ready mixed. See attached specification.	50	M <sup>2</sup>		

**ROOF**

609	Provide all material for CHROMADEK roof covering, include wall plates, trusses, purline, bracings, teco products, valleys, ridging and roof sheets and any other material to fit roof complete as per attached plan		JOB		
667	Paint exposed roof timber sprockets. Remove all loose and flaking paint, clean and paint 2 coats white Dulux roof guard paint. Apply paint only after preparation as per attached specification was done. Clean and paint before fitting new sheets. (114mm x 38mm Sprocket = ?? length of sprocket x total sprockets x 0.304m = square meter) (150mm x 50mm Sprocket = ?? length of sprocket x total sprockets x 0.40m = square meter)	8	M <sup>2</sup>		

**FACIA/BARGE BOARDS**

680	Fit barge board, 200mm x 80mm x 12mm thick nutec-cement fibre socketless barge board. Item includes H-profile joiners as necessary. Do all work as per attached detailed specification. Fix to barge board cleats.	24	M		
682	Fit fascia board, nutec-cement type 225mm x 12mm thick. Item include H-profile fascia joiners and h-profile fascia corner jointers. Do all work as per attached specification.	24	M		

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
684	Paint fascia board steel / nutec fibre cement, 2 coats Plascon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attached specification has been done.	16	M <sup>2</sup>		
685	Paint barge board nutec-cement 2 coats Plascon wall and all paint or with Dulux white roof guard paint (paint only the front and to side of the barge board). Apply paint only after preparation as per attached specification had been done.	16	M <sup>2</sup>		
<b>WALLS EXTERIOR</b>					
722	Build foundation wall with face bricks outside and common grey bricks on inside include brick force every second layer. (Sample brick to be supplied for approval before bricks are ordered)	9	M <sup>2</sup>		
725	Lay damp-proof course to foundation wall 220mm wide	30	M		
727	Build walls 220mm approved semi face outside, approved stock inside, include brick force every 4 layers. (Specified if wall must have cavity) 70, x 0.600 high	84	M <sup>2</sup>		
730	Place in position precast concrete lintels over opening, above window frame or doorframe while building new wall	18	M		
734	Replace / build in cement type airbrick	6	EA		
736	Supply and fit asset number to building. Supply white car number plate (steel) type and size sign with building asset number on. Number size shall be at least 75mm wide. Fit next to main entrance of building	1	EA		

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WINDOWS EXTERIOR**

775	Provide brick on edge/pre cast concrete/nutec cement fibre window sill include damp proofing (estimate price on pre cast concrete tile sill)	9	M		
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**EXCAVATIONS/BACKFILL**

868	Dig foundations or trench in hard soil (use compressor and spade)	6	M <sup>3</sup>		
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872	Supply filling to fill area under concrete slab / paving / floors with approved filling as per attached specification	14	M <sup>3</sup>		
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**MASS CONCRETE/REINFORCING**

877	Ready mix concrete where medium or large quantity is required. Concrete shall be at least 25mpa and have a slump of 75mm. Cast in foundations and compact concrete. Concrete shall, all work and material to comply with attached specification 70 x 0.45 x 0.45mm	10	M <sup>3</sup>		
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**SCAFOLDING**

940	Scaffolding, extra over item to repair and paint work on double storey buildings (not gable side of building). Item is to erect scaffold twice for two coat paint, all repair work to be done at same time. Rented scaffolding is for contractors account	38	M		
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**P/AND G**

942	P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.	1	JOB		
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**ASSET NO: 11DG121S**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

123	Remove space wall partition complete with vinyl wall paper finish as specified to all expose sides of boards, item is for board both side of wall (specify height). Item include doorframes	1	JOB		
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943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractor with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between TFR Project Manager and the Contractor.	1	EA		
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**DOORS/SECURITY/GATES**

236	Replace mortice lock door handle with heavy duty SABS approved mortice lock door handle	1	EA		
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**PLUMBING INTERIOR**

508	Fit / replace toilet seat with heavy duty plastic toilet seat	2	EA		
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950	Supply lip channel 50x75x1.5mm and weld to existing posts (2x8.5m lip channel). Paint new lip channel 1ct Steel Primer and 2 ct gloss to posts and lip channel. Supply and fix 1 B R sheeting to lip channel with tex screws and washers (13x2m long). Supply and fit flashing to corner of I B R Sheeting.	1	EA		
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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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951	Service of Low level cisterns	2	EA		
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**PLUMBING EXTERIOR**

805	Install/replace 110mm underground sewer pipes (see attached diagram sketch). Item include all fittings necessary to complete work to national building regulations SABS 0400	3	JOB		
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806	Supply all necessary fittings and couple new PVC sewer pipe to existing sewer pipes to comply with national building regulations SABS 0400. Item exclude excavations	2	JOB		
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808	Build manhole size of manhole 650x500mm, build complete with concrete floor and cast iron cover or if specified precast concrete cover to comply with national building regulations SABS 0400.	1	JOB		
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810	Install / replace precast concrete gulley, top complete with grid. Gulley shall be at least 150mm above ground level, but if building has paving or a concrete apron, the gulley shall be 50mm above paving or concrete	1	EA		
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811	Fit gulley grid	1	EA		
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815	Couple 22mm polycop pipe to existing water network. Item including all necessary fittings.	3	EA		
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816	Excavate and close water pipes feeding building. Replace 2 meter section of feeding pipes in ground, measured from building with SABS approved 22mm polycop water pipe. Replace pipe up to connection point into building item include all necessary fittings.	1	JOB		
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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
817	Lay/replace 22mm polycop water pipe underground from main feed pipe to building. Item include pipe all necessary fitting and labour to lay and couple to existing 22mm connection on main feed pipe for building but exclude excavations.	25	M		
827	Build as specified stop valve access box or fit 150mm diameter high pressure water pipe around stopcock from pipe depth to 50mm above ground level. Cast 70mm x 70mm thick concrete around pipe and finish at angle from top of pipe to ground level	1	EA		
<b>EXCAVATIONS/BACKFILL</b>					
866	Dig foundations or trench in medium soil (use pick and spade)	16	M <sup>3</sup>		
<b>P AND G</b>					
942	P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.		JOB		

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**ASSET NO: CAR PORT**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet's safety induction on the date as agreed on between Transnet Project Manager and the Contractor.	1	EA		
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**ROOF**

947	Manufacture of car-port on site as specification and paint 1 coat steel primer 1 coat undercoat paint & 1 coat high gloss (6 bay: 6m x 9m wide)	2	JOB		
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**EXCAVATION/BACKFILL**

873	Dig out in situ unstable soil and remove from site, compact area, import decompose dolerite, fill in layers of 125mm and compact with mechanical roller of at least 18kn to level and smooth surface, sample of dolerite to be supplied.	120	M		
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**CONCRETE SLABS/PAVING**

891	Lay paving interlocking 25mpa paving bricks, item include remove plants/grass, filling, levelling of ground, compaction of soil, bedding sand and restraining edges. (Read all the attached specifications)	120	M <sup>2</sup>		
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PAGE 2 OF 2

SUB TOTAL PAGE 2

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**P/AND G**

942 P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

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TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO PAGE 2 R

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**ASSET NO: PAVING**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between T1R Project Manager and the Contractor.	1	EA		
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**EXCAVATION/BACKFILL**

872	Supply filling to fill area under interlocking blocks /paving / floors with approved filling as per attached specification..	15	M <sup>3</sup>		
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**CONCRETE SLABS/PAVING**

891	Lay paving interlocking 25mpa paving bricks, item include remove plants/grass, filling, levelling of ground, compaction of soil, bedding sand and restraining edges. (Read all the attached specifications)	570	M <sup>2</sup>		
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**P/AND.G**

942	P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.	1	JOB		
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TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: KBY/53997  
DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO PAGE 1 R

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**ASSET NO: 01DG127S**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between T1rE Project Manager and the Contractor.	1	EA		
944	Cut and fix 500mm wide x 500mm drop x 1mm steel plat to interior & exterior of wal	6	EA		

**WINDOWS INTERIOR**

163	Install / replace vertical blinds complete with new rail with approved type blinds. Size - 1300mm wide x 1400mm drop. Colour: Chico Rust. Measured for face fit. Rail anodized aluminium. Read attached specifications.	3	EA		
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**FLOORS**

353	Remove vinyl floor tiles complete and clean floor from all adhesive an fill all cracks with body putty. Sand wooden floor to smooth surface.	18	M <sup>2</sup>		
358	Lay Marley 2.5mm thick flex vinyl floor sheeting or approved type. Lay as per attached specification (specify colour)	18	M <sup>2</sup>		
359	Hot weld and finish vinyl floor sheeting joints in same colour as sheeting	15	M		

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**CUPBOARDS**

946	Manufacture of shelves. Manufacture sections for racks to be fitted on as per sketch. Shelving 300mm x 20mm to be used for rack planks	1	JOB		
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**FIT/REPLACE ITEMS/FURNITURE**

592	Furniture move out of room up to 20m and move back to original position when work is completed. Move and move back equal one action, items that can be carried by one person = 1 ea; items that must be carried by two persons = 2 each and 4 persons = 4 each	1	EA		
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**P/AND/G**

942	P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.	1	JOB		
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TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO PAGE 2 R

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**ASSET NO: 11DG126S**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

123	Remove space wall partition complete with vinyl wall paper finish as specified to all expose sides of boards. Item is for board both side of wall (specify height). Item include doorframes.	1	JOB		
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183	Apply reflective film to window glass	8	M <sup>2</sup>		
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943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between TFR Project Manager and the Contractor.	1	EA		
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944	Cut and fix 500mm wide x 500mm drop x 1mm steel plat to interior & exterior of wall	10	EA		
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**WINDOWS INTERIOR**

161	Remove vertical blinds, item include remove brackets and pop rivets.	5	EA		
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**FLOORS**

353	Remove vinyl floor tiles complete and clean floor from all adhesive an fill all cracks with body putty. Sand wooden floor to smooth surface.	72	M <sup>2</sup>		
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SUB TOTAL PAGE 2

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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358 Lay Marley 2.5mm thick flex vinyl floor sheeting or approved type. Lay as per attached specification (specify colour)

72

M<sup>2</sup>

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359 Hot weld and finish vinyl floor sheeting joints in same colour as sheeting

66

M

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**FIT/REPLACE ITEMS/FURNITURE**

592 Furniture move out of room up to 20m and move back to original position when work is completed. Move and move back equal one action, items that can be carried by one person = 1 ea; items that must be carried by two persons = 2 each and 4 persons = 4 each

1

JOB

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**P/AND,G**

942 P and G shall include all cost not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

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TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO PAGE 2 R

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**ASSET NO: 11DG125S**

ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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**WALLS INTERIOR**

183	Apply reflective film to window glass	8	M <sup>2</sup>		
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943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractor with all his staff that will work on the Transnet Freight Rail site shall attend T1rEAansnet's safety induction on the date as agreed on between TFR Project Manager and the Contractor.	1	EA		
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944	Cut and fix 500mm wide x 500mm drop x 1mm steel plat to interior & exterior of wall	4	EA		
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**WINDOWS INTERIOR**

163	Install / replace vertical blinds complete with new rail with approved type blinds. Size – 1300mm wide x 1400mm drop. Colour: Chico Rust. Measured for face fit. Rail anodized aluminium. Read attached specifications.	3	EA		
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**FLOORS**

359	Hot weld and finish vinyl floor sheeting joints in same colour as sheeting	10	M		
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**CUPBOARDS/TABLE**

464	Fit 600mm wide natural oak Formica post form top one side bull nose, length as specified (specify length) or specify different type work top.	2	EA		
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SUB TOTAL PAGE 2

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ITEM NO	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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945 Make steel frame as per sketch out of 25x25x2mm square tubing. Section to be but welded together.

1 EA

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948 Manufacture Maranti wood notice board 1.80mm wide x 1.50 drop x 0.15mm thick. Back must have pinning board. Must have piano hinges door; locks and handles. Doors to be fitted with clear glass

1 JOB

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**P/AND G**

942 P and G shall include all costs not directly related to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationary as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

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TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO PAGE 2 R

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TRANSNET FREIGHT RAIL ENQUIRY NUMBER: KBY/53997

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

## C3: Scope of Work

TRANSNET LIMITED TRADING AS TRANSNET FREIGHT RAIL

GENERAL REPAIRS AND BUILD OF NEW BUILDING AND ERECT OF CAR PORTS  
AT GROUND ZERO NEAR KATHU.

BEACONSFIELD, NORTHERN CAPE.

93

1. **Scope of work**

This Project Specification covers the Renovations of ski cabins and build of new Board room and erect of new car-ports. Ground Zero near Kathu.

**Asset 11GN121S**

- Remove of partition
- Service of toilets
- Supply and fix I B R sheeting & Ridging
- Trench and lay water pipe.
- Trench and lay sewer pipes.
- Supply & fix vertical blinds

**11GN125 S**

- Manufacture steel frame and fit post form tops on top.
- Manufacture of notice board.
- Supply and fix vertical blinds.
- Repair to vinyl sheeting.
- Close holes where air-cons were.
- 

**11GN126S**

- Remove vertical blinds.
- Close holes where air-cons were.
- Remove of partition.
- Remove of old vinyl sheeting and replace with new.
- Repair to floor before replacing vinyl sheeting.
- Supply film to windows

**11GN127S**

- Supply and fix vertical blinds.
- Close holes where air-cons were.
- Repair to floor before replacing vinyl sheeting.
- Remove of old vinyl sheeting and replace with new.
- Manufacture of racks for store room.

**Car Ports.**

- Manufacture of new car ports all operations includes.
- Do compaction.
- Lay of 50 mm interlocking blocks.

**Build of boardroom.(8m x 6m)**

- Do foundation.
- Build of foundation
- Compact of floor and cast.

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

- Build superstructure
- Build in doors and windows frames
- Supply and fit roof all operation included to complete roof.
- Plaster wall's interior smooth plaster.
- Paint of wall's plaster primer & 1ct undercoat & 1ct final H / Gloss
- Fit clear glass and aluminum door complete.
- 

**Lay of Interlocking 80 mm blocks.( 550M<sup>2</sup>)**

- Level of area to lay interlocking blocks.
- Compact area.
- Lay of interlocking blocks complete operation.

All material used must be new material and of a good quality.

Included in the price of the work must be the cost of all items with respect to the repair/replacing fence with razor mesh as per specification hereinafter, and shall include all material and labour necessary for the proper execution and completion of the work in every respect (except for such items that are expressly excluded) according to the true intent and meaning of the contract documents.

2. **Site location**

The site is situated at: **Ground Zero**

3. **Contract documents**

The tenderer are required to acquaint themselves with the contents of the aforesaid documents complete the, Schedule of Rates and Prices and transfer the price to the E4 Tender Form.

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any items is incorrectly or inadequately described they must inform the Manager, **Herman Conradie :053 838 3483 Fax :053 838 3007 Chain Supply Services P.O.Box 618 Kimberley 8301** at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Transnet in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorised alterations, erasures or additions be made they will not be recognised by Transnet.

4. **Time to complete the work**

The tender shall indicate on the Tender Form (E4) the time he will require to complete the work, however, this time should not exceed **120 days**. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS, BUILD NEW BOARDROOM, ERECT CAR PORTS AND LAYING OF PAVING TO VARIOUS ASSETS AT GROUND ZERO NEAR KATHU

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of **R 600.00 (Six hundred Rand)** for every day or part thereof during which the works remain incomplete.

5. **Manager**

**Manager, Technical Services, Civil** shall appoint a competent person to undertake the Engineering duties with a duly appointed project representative. Where reference is made to engineer it will mean manager and vice versa.

6. **Guarantee**

All workmanship and material shall be guaranteed for a period of 12 months, from the date of completion of work, and this will include maintenance work as required by the contractor, as and when necessary.

7. **Inspection of works**

No work shall be covered up or put out of view without the approval of the manager. The Contractor shall afford full opportunity for the manager to examine and measure any work which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.

The Contractor shall give due notice to the manager whenever any work that is ready or about to be ready for examination. The manager shall, without unreasonable delay, examine and or measure such work as required.

The Contractor shall uncover any part or parts of the work or make openings in or through the same as may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the manager.

8. **Site Diary**

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidents that have occurred, nature of work to be done on that day, etc.

8.1 **Site Instruction Book**

The Contractor shall provide a site instruction book, in triplicate for the engineer to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognised for additional payment unless it has been recorded and signed in the aforesaid book.



**8.2 Programme & Planning of the work**

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet workshop with minor disruptions as no delays must be allowed in this regard. Bar chart will be submitted once the contractor has been appointed

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

**9. Cash flow**

Payment will be made only when job is completed and to assist Transnet an estimate of how the contractor foresees the work will pan out.

**10. Water supply**

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

**11. Electricity supply**

Electricity may be made available to the Contractor for the purpose of the construction work only if available.

**12. Access to site**

The areas are restricted and the contractor must ensure he complies with the regulations of Spoornet in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing of these permits. This includes changes to staff during the contract period.

**13. Materials found on site**

The Contractor shall not use any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this contract) or on Transnet's property may be removed, even if deemed as scrap, by the contractor.

**14. Cleaning of site**

The contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated from the work, throughout the duration of the contract. Upon completion the Contractor shall clear and remove all rubbish, unused construction material, plant and debris and leave the site and the whole of the work clean and tidy to the satisfaction of the Engineer.

**15. Working outside normal working hours**

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however the Contractor may have to pay for Transnet's supervisory personnel.

**16. Escalation**

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

**17. Payment**

Payment shall be made (within 30 days of receipt of invoice) for each part of the work, as and when completed, (minus retention money of 10%), in accordance with the Schedule of Rates and Prices Part C. If the period in the project is longer than one month a progress payment may be made.

**18. Safety precautions and Insurance**

**18.1 Damage to Transnet's Assets and liability**

The contractor shall be responsible for the following:-

- ◆ Contract Work;
- ◆ Public Liability;
- ◆ Cables
- ◆ Water pipes
- ◆ Sewer pipes
- ◆ Storm water pipes

**18.2. Act 85**

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to.

**18.3 Environment**

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost

**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO**

**New Board room**

**Kathu**

**TENDER NO:**

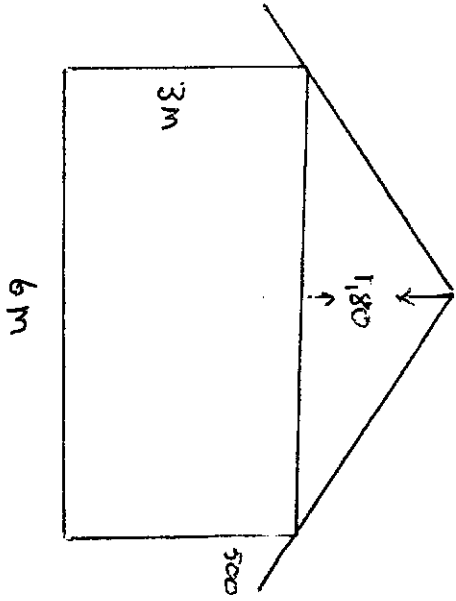
No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>CEILINGS</b>					
34	Install Pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles to existing concrete ceiling. See attached specifications for item	M^2	48	0	48
<b>WALLS INTERIOR</b>					
62	Paint new plaster walls, 1 coat plaster primer (test wall for moisture before painting new plaster, cover section with plastic sheet to test). allow paint to dry overnight. primer must be over coated within 14 days. (see attached specification)	M^2	90	0	90
63	Do preparations as specified and paint smooth plaster walls 2 coat Dulux wall guard or Plascon wall and all paint, item include all preparations as specified. item to paint veranda interior walls colour: barely beige code 3h1-1	M^2	90	0	90
94	Replace or fit plastic interior air block	EA	6	0	6
112	Plaster interior wall +/- 15mm thick one coat smooth finish plaster. item does not include soffits and reveals, see item for soffits and reveals (mix for plaster 1 part cement and 5 parts approved plaster sand) (read all attached detailed specifications)	M^2	90	0	90
114	Item extra over to plaster, plaster reveals and soffits up to 300mm wide (reveal of wall is the side of openings which is at right angle to the general face of the wall. soffits area is the top horizontal area of openings (lintel section)	M	35	0	35
183	Apply reflective film to window glass	M^2	14	0	14
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1

**WINDOWS INTERIOR**

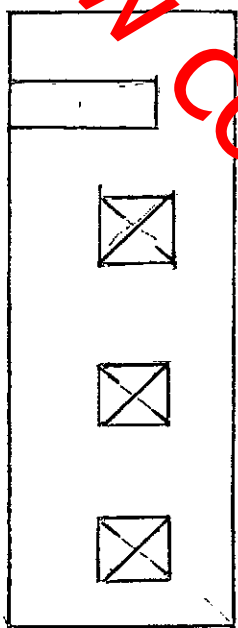
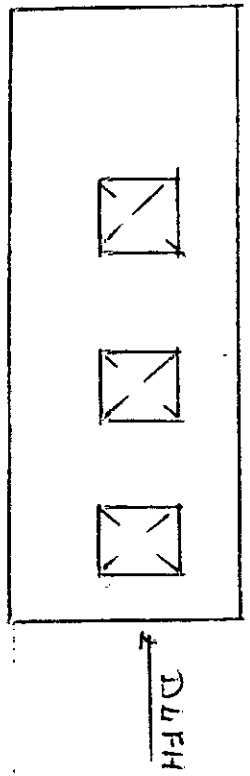
No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WINDOWS/INTERIOR</b>					
138	Manufacture and fit standard brick pattern burglar bars with 12mm diameter round steel bars. paint bars 1 coat Plascon or Dulux steel primer, undercoat and gloss enamel (m <sup>2</sup> = window opening to be cover by bars)	M <sup>2</sup>	12	0	12
158	Tile window sill with ceramic floor tiles, tile sill and tile 80mm wide against wall, fit plastic tile edge strip to finished edge between wall tiles and sill tiles (specify tiles for sill) 200mm wide	M	9	0	9
163	Install / replace vertical blinds complete with new rail with approved type blinds. size -1700- mm wide x -1400- mm drop. Colour chico Rust . Measured for face fit. Rail anodized alumium. Read attached spec !!	EA	6	0	6
<b>WINDOWS INT AND EXT</b>					
191	Fit window panes clear to new window frame, size 300 mm x 425mm x 3mm thick as per attached specification. Area up to 0.75m <sup>2</sup> use 3mm, up to 1.50m <sup>2</sup> use 4mm, up to 2.10m <sup>2</sup> use 5mm, up to 3.2m <sup>2</sup> 6mm	EA	72	0	72
205	Paint residential large pane type window frame complete, with 1 coat universal undercoat and 2 coats Dulux pearl glo White. Item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	M <sup>2</sup>	12	0	12
217	Paint burglar bars 10-12mm diameter round bars 1 coat universal undercoat and 2 coats Dulux water base pearl glo (m <sup>2</sup> = whole window opening covered by the burglar bars) see attached detail specification	M <sup>2</sup>	12	0	12
224	Build in new window frame in new wall (specify type)	M <sup>2</sup>	12	0	12
<b>DOORS/SECURITY/GATES</b>					
243	Fit or replace standard round rubber type door stop	EA	1	0	1
247	Fit / Replace aluminium draught excluder (weather board aluminium type)	EA	1	0	1
248	Fit new hydraulic door closer (specify type)	EA	1	0	1
293	Install single aluminium hinged door complete with safety glass, aluminium frame, 3 hinges and lock for opening up to 900mm wide x 2.10m high. Read all the attached specifications	EA	1	0	1
<b>FLOORS</b>					
347	Fit 25mm wide x 3mm thick brass weather strips in concrete floor at threshold (fit just on inside of door in concrete floor/topping to prevent water from entering between floor and door)	M	1	0	1

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>FLOORS</b>					
374	Lay 1st grade ceramic floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide use only Tylon WB11 tile adhesive for ceramic tiles adhesive as approved by project manager. Type tile as per sample tile shown at site meeting Read specifications	M^2	48	0	48
424	Cast 80 mm thick concrete floor (concrete mix 1 part cement, 3 parts clean sand and 5 parts 19mm stone) as per attached specification, 20mpa strong. concrete shall be mixed with concrete mixer or shall be ready mixed. see attached specification	M^2	50	0	50
<b>WALLS EXTERIOR</b>					
722	Build foundation wall with face bricks outside and common clay bricks on inside include brick force every second layer. (sample brick to be supplied for approval before bricks are order)	M^2	9	0	9
736	Supply and fit asset number to building. Supply white car number plate type and size sign with building asset number on. Number size shall be at least 75mm wide. Fit next to main entrance of building.	EA	1	0	1
<b>WINDOWS EXTERIOR</b>					
775	Provide brick on edge/pre cast concrete nutec cement fibre window sill include damp proofing (estimate price for pre cast concrete tile sill)	M	9	0	9
<b>EXCAVATIONS/BAGKFILL</b>					
868	Dig foundations or trench in hard soil (use compressor and spade)	M^3	6	0	6
872	Supply filling to fill area under concrete slab / paving / floors with approved filling as per attached specification	M^3	14	0	14
<b>PANDG</b>					
942	P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .	JOB	1	0	1

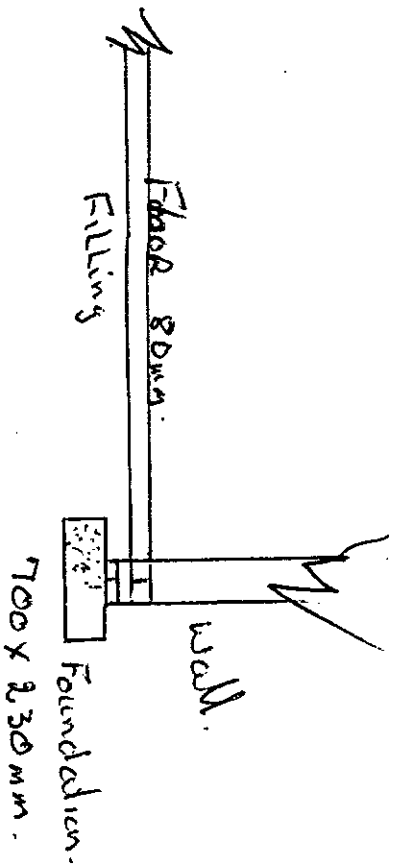
NEW BOARD ROOM



Preview Copy



201



**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO 11DG121S**

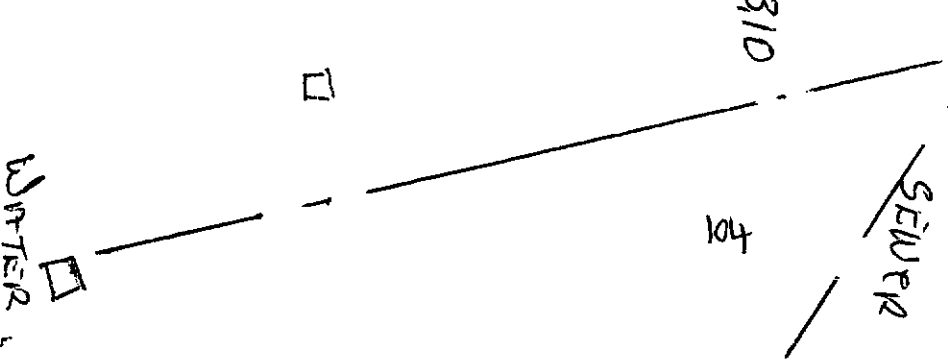
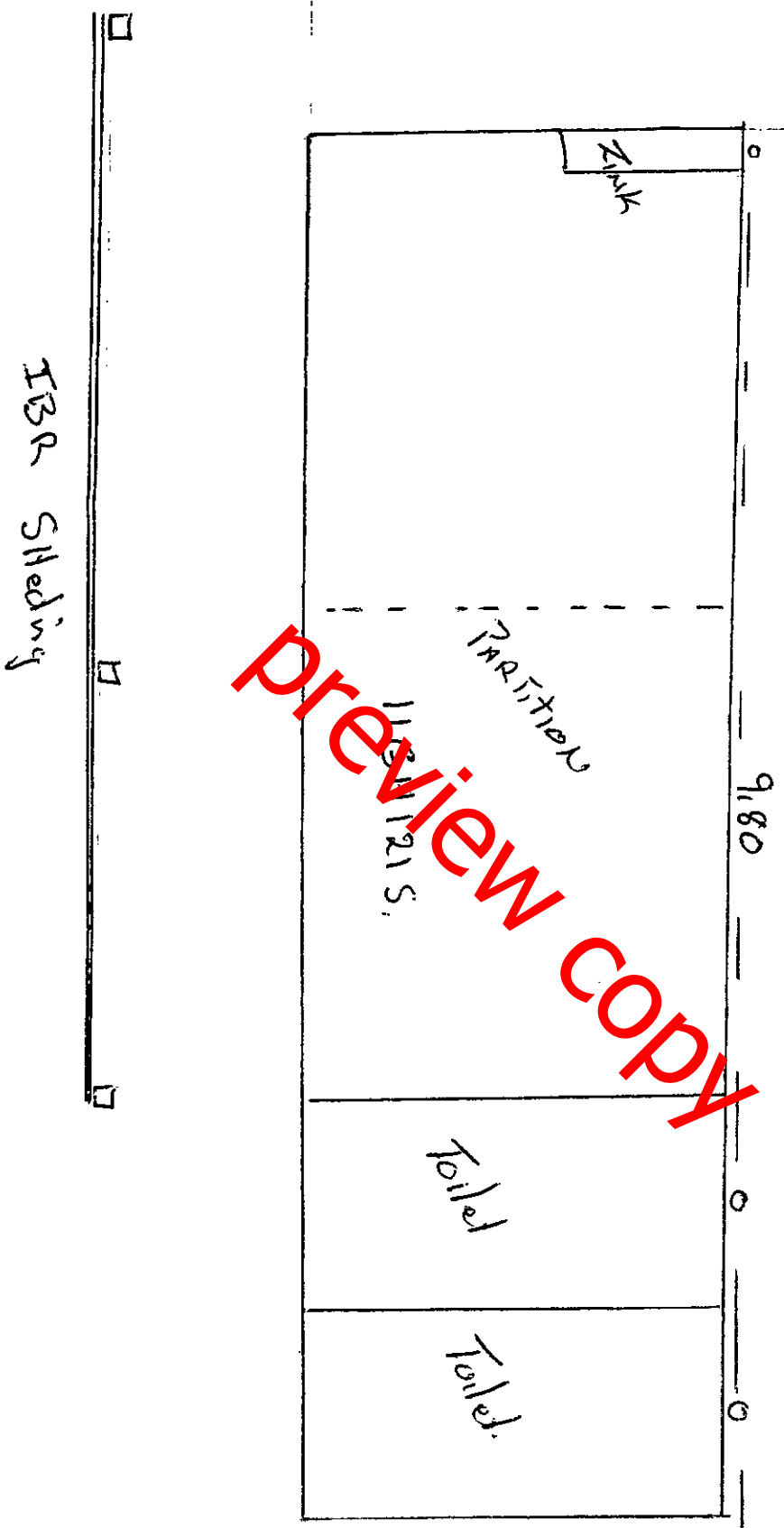
Shi cabin

Kathu

TENDER NO:

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WALLS/INTERIOR</b>					
123	Remove space wall partition complete with vinyl wall paper finish as specified to all expose sides of boards, item is for board both side of wall (specify height). Item include doorframes.	JOB	1	0	1
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
<b>DOORS/SECURITY GATES</b>					
236	Replace mortice lock door handle with heavy duty sabs approved mortice lock door handle	EA	1	0	1
<b>PLUMBING/INTERIOR</b>					
508	Fit / replace toilet seat with heavy duty plastic toilet seat	EA	2	0	2
951	Service of Low level cistens .	EA	1	1	2
<b>PANDG</b>					
942	P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .	JOB	1	0	1

Preview Copy



3'10"

Toilet

Toilet

11541215,

PARTITION

Zink

IBR Shading

WATER

SEWER



**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO**

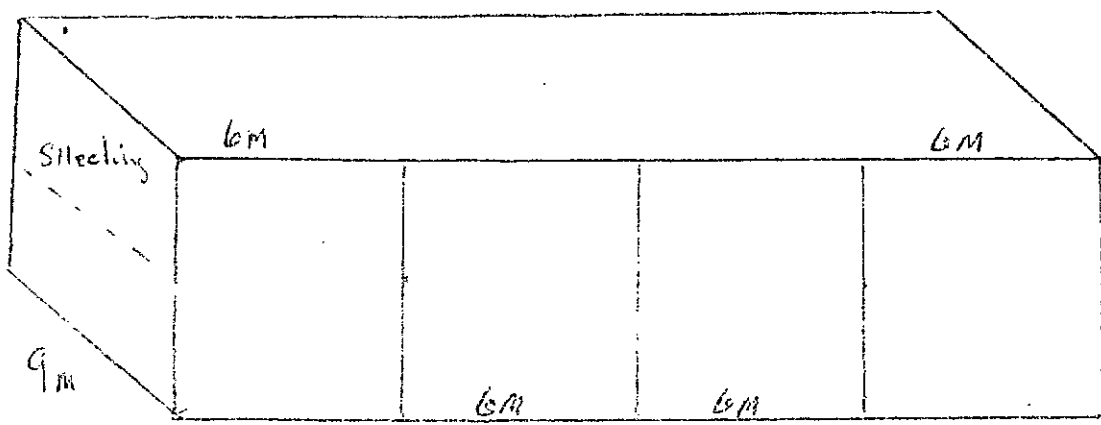
Manufacture of car ports

Kathu

TENDER NO:

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WALLS INTERIOR</b>					
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
<b>PANDG</b>					
942	P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .	JOB	1	0	1

Preview Copy



- 1) Leveling of ground. & Remove weeds.
- 2) Fill To Road LEVEL.  $\pm 300m$ .
- 3) Manufacture of 2x 6 Bay Car Ports

**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO**

Ground around Cabins

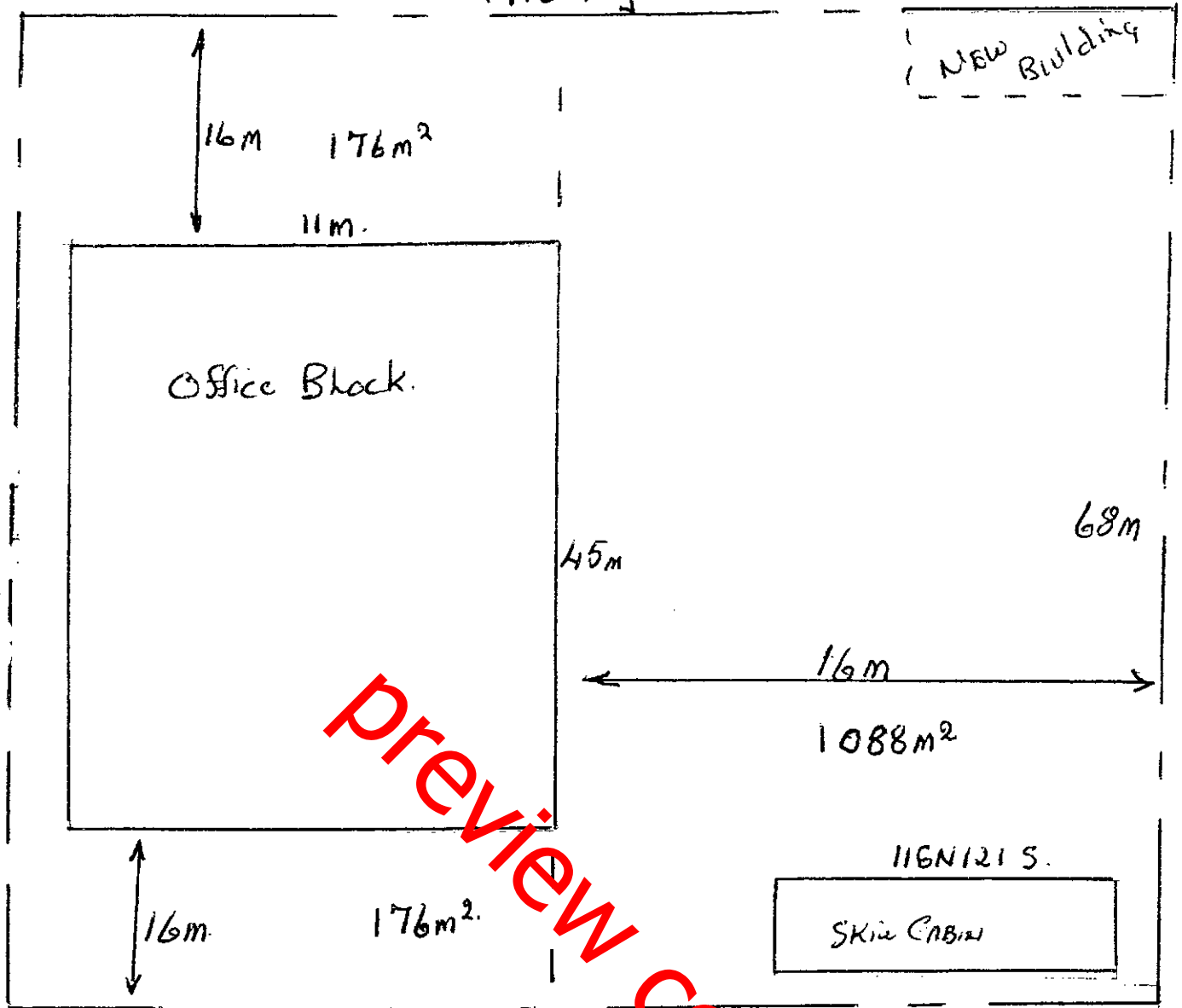
Kathu

TENDER NO:

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WALLS INTERIOR</b>					
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
<b>PANDG</b>					
942	P and G shall include all cost that not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationary, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.	JOB	1	0	1

Preview Copy

# PAVING



TOTAL m<sup>2</sup> 1500

- 1) LEVEL OF THE AREA TO BE PAVED.
- 2) COMPACT OF AREA TO BE PAVED.
- 3) LAY OF 80MM INTERLOCKING BLOCKS COMPLETE OPERATIONS
- 4) REMOVAL OF CONCRETE SLEEPERS

BACK.

**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO 01DG127S**

**Ski cabin**

**Kathu**

**TENDER NO:**

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WALLS INTERIOR</b>					
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
944	Cut and fix 500mm wide x 500mm drop x 1mm steel plat to interior & Exterior of wall.	EA	6	0	6
<b>WINDOWS INTERIOR</b>					
163	Install / replace vertical blinds completely with new rail with approved type blinds. size -1300- mm wide x -1400- mm drop. colour chico Rust . measured for face fit. Rail anodized aluminium. Read attached spec !!	EA	3	0	3
<b>FLOORS</b>					
353	Remove vinyl floor tiles complete and clean floor from old adhesive and fill all cracks with body putty. Sand wooden floor to smooth surface.	M^2	18	0	18
358	Lay Marley 2.5mm thick flex vinyl floor sheeting or approved type. Lay as per attached specification (specify colour)	M^2	18	0	18
359	Hot weld and finish vinyl floor sheeting joints in same colour as sheeting	M	15	0	15
<b>CUPBOARDS</b>					
946	Manufacture of shelves. Manufacture sections for racks to be fitted on as per sketch. Shelving 300mm x 20 mm to be used for rack planks	JOB	1	0	1
<b>FIT/REPLACE ITEMS/FURNITURE</b>					
592	Furniture move out of room up to 20m and move back to original position when work is completed. move and move back equal one action, items that can be carried by one person=1 each, items that must be carried by two persons=2 each and 4 persons=4 each	EA	1	0	1
<b>PANDG</b>					

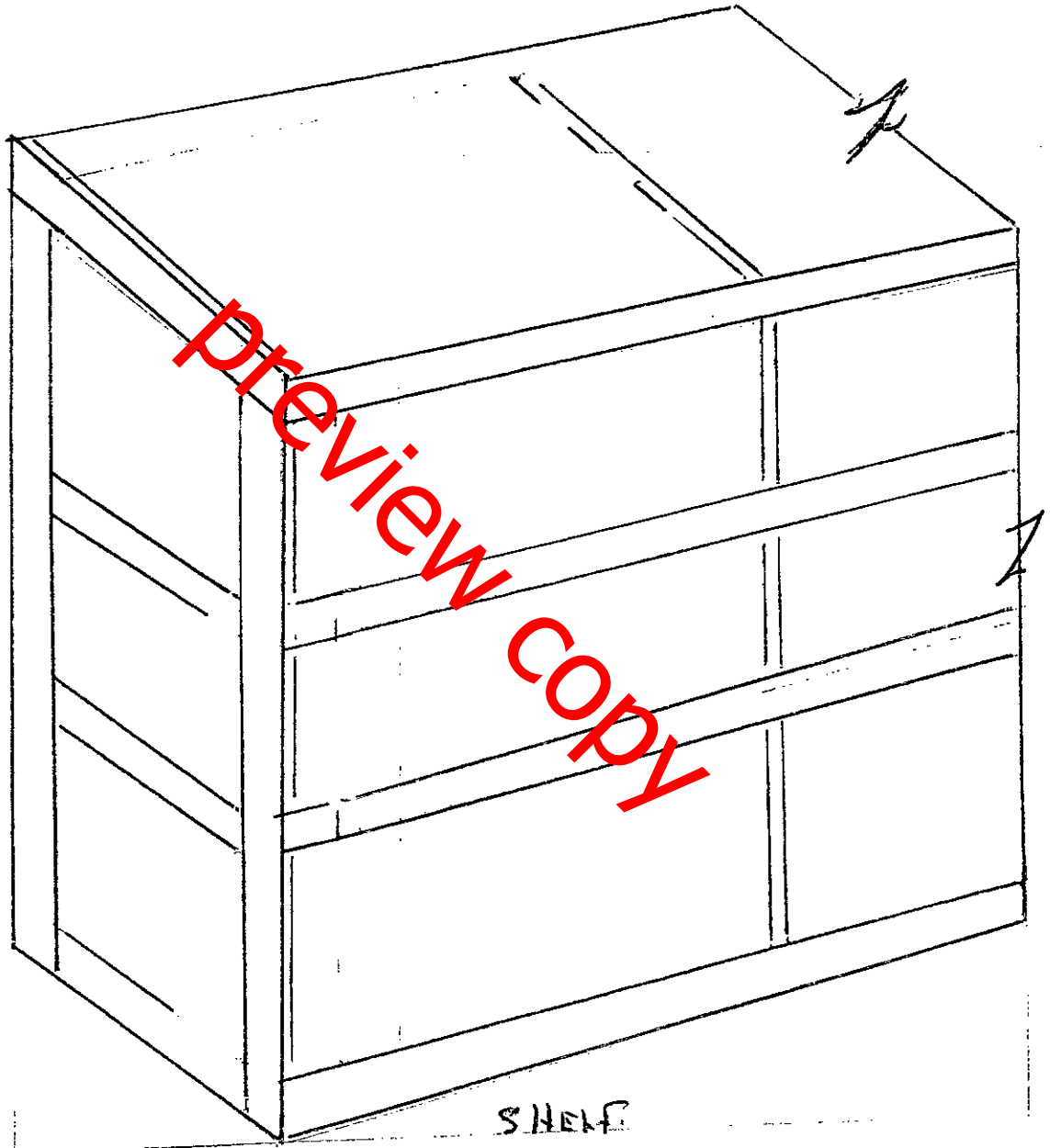
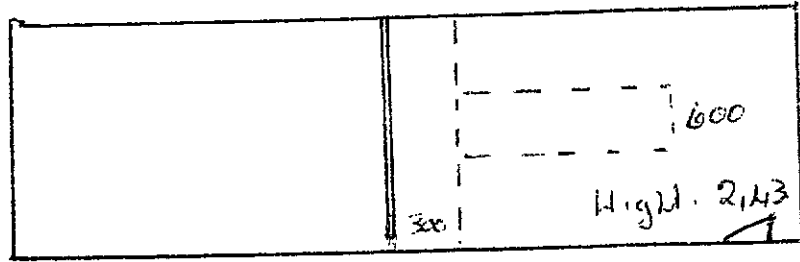
No	INTERIOR WORK	UNIT	R1	R2	TOTAL
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**PANDG**

942	P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .	JOB	1	0	1
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Preview copy

011GN 1275.



S.A Rim SHelf 1) 600 2m  
1) 300 x 2,87. m

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**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO 11DG126S**

**Ski Cabin**

**Kathu**

**TENDER NO:**

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WALLS INTERIOR</b>					
123	Remove space wall partition complete with vinyl wall paper finish as specified to all expose sides of boards, item is for board both side of wall (specify height). Item include doorframes.	JOB	1	0	1
183	Apply reflective film to window glass	M^2	8	0	8
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
944	Cut and fix 500mm wide x 500mm drop x 1mm steel plat to interior & Exterior of wall.	EA	10	0	10
<b>WINDOWS INTERIOR</b>					
161	Remove vertical blinds, item include remove brackets and covers	EA	5	0	5
<b>FLOORS</b>					
353	Remove vinyl floor tiles complete, clean floor from all adhesive. Fill all cracks in floor with body putty. Sand wooden floor to smooth surface.	M^2	72	0	72
358	Lay Marley 2.5mm thick flex vinyl floor sheeting or approved type. Lay as per attached specification (specify colour)	M^2	72	0	72
359	Hot weld and finish vinyl floor sheeting joints in same colour as sheeting	M	66	0	66
<b>FIT/REPLAGE ITEMS/FURNITURE</b>					
592	Furniture move out of room up to 20m and move back to original position when work is completed. move and move back equal one action, items that can be carried by one person=1 each, items that must be carried by two persons=2 each and 4 persons=4 each	JOB	1	0	1
<b>PANDG</b>					



No	INTERIOR WORK	UNIT	R1	R2	TOTAL
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**PANDG**

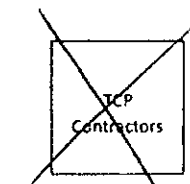
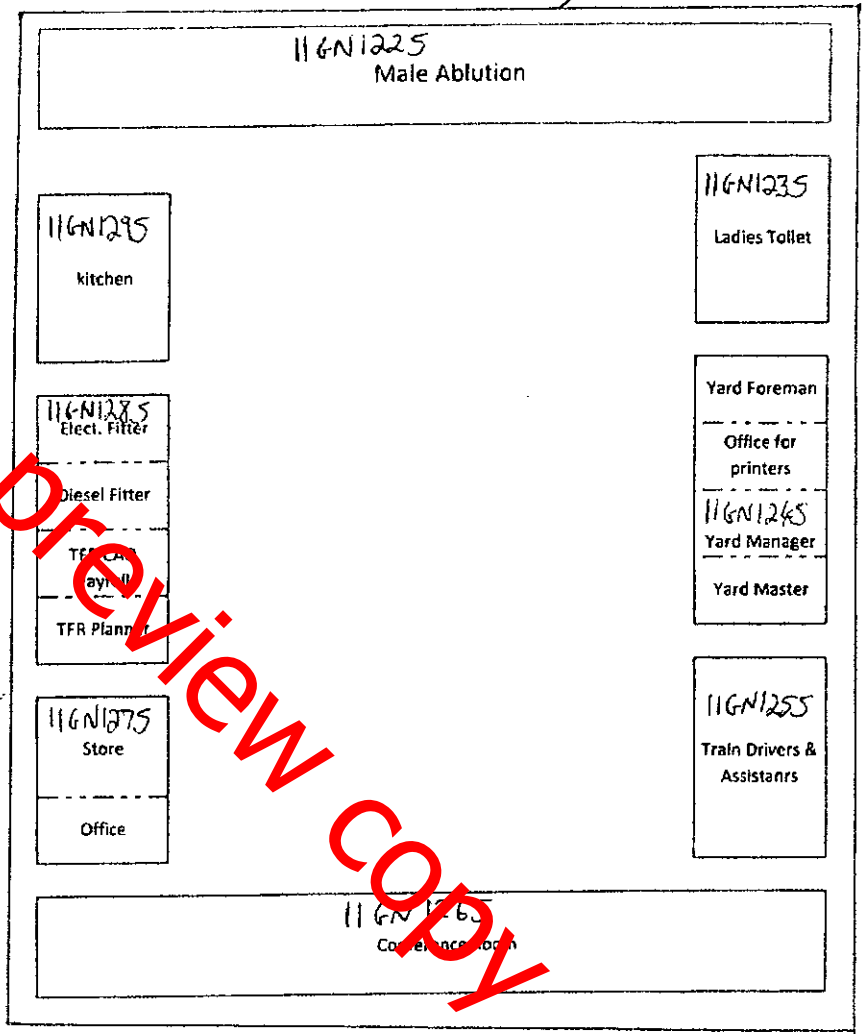
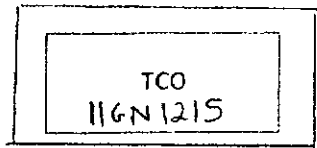
942	P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .	JOB	1	0	1
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Preview copy

03MN0015

SKI CABINS POINT '0'

03MN0025



Preview Copy

**INTERIOR WORK LIST: ROOM 1 AND 2**

**ASSET NO 11DG125S**

**Ski cabin**

**Kathu**

**TENDER NO:**

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
<b>WINDOWS/INTERIOR</b>					
183	Apply reflective film to window glass	M^2	8	0	8
943	Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager and the contractor.	EA	1	0	1
944	Cut and fix 500mm wide x 50mm drop x 1mm steel plat to interior & Exterior of wall.	EA	4	0	4
<b>WINDOWS/INTERIOR</b>					
163	Install / replace vertical blinds complete with new rail with approved type blinds. size -1300- mm wide x -1400- mm drop colour chico Rust . measured for face fit. Rail anodized aluminium. Read attached spec !!	EA	3	0	3
<b>FLOORS</b>					
359	Hot weld and finish vinyl floor sheeting joints in same colour as sheeting	M	10	0	10
<b>CUPBOARDS/TABLE</b>					
464	Fit 600mm wide natural oak Formica post form top one side bull nose, length as specified (specify length) or specify different type work top	EA	2	0	2
945	Make steel frame as per sketch out of 25x25x2mm square tubing. Section to be but welded together.	EA	1	0	1
948	Manufacture maranti wood Notice board 1.80mm wide x 1.50 drop x 0.15 mm thick. Back must have pinning board. Must have piano hinges door ; locks and handles. Doors to be fitted with clear glass.	JOB	1	0	1
<b>PANDG</b>					

No	INTERIOR WORK	UNIT	R1	R2	TOTAL
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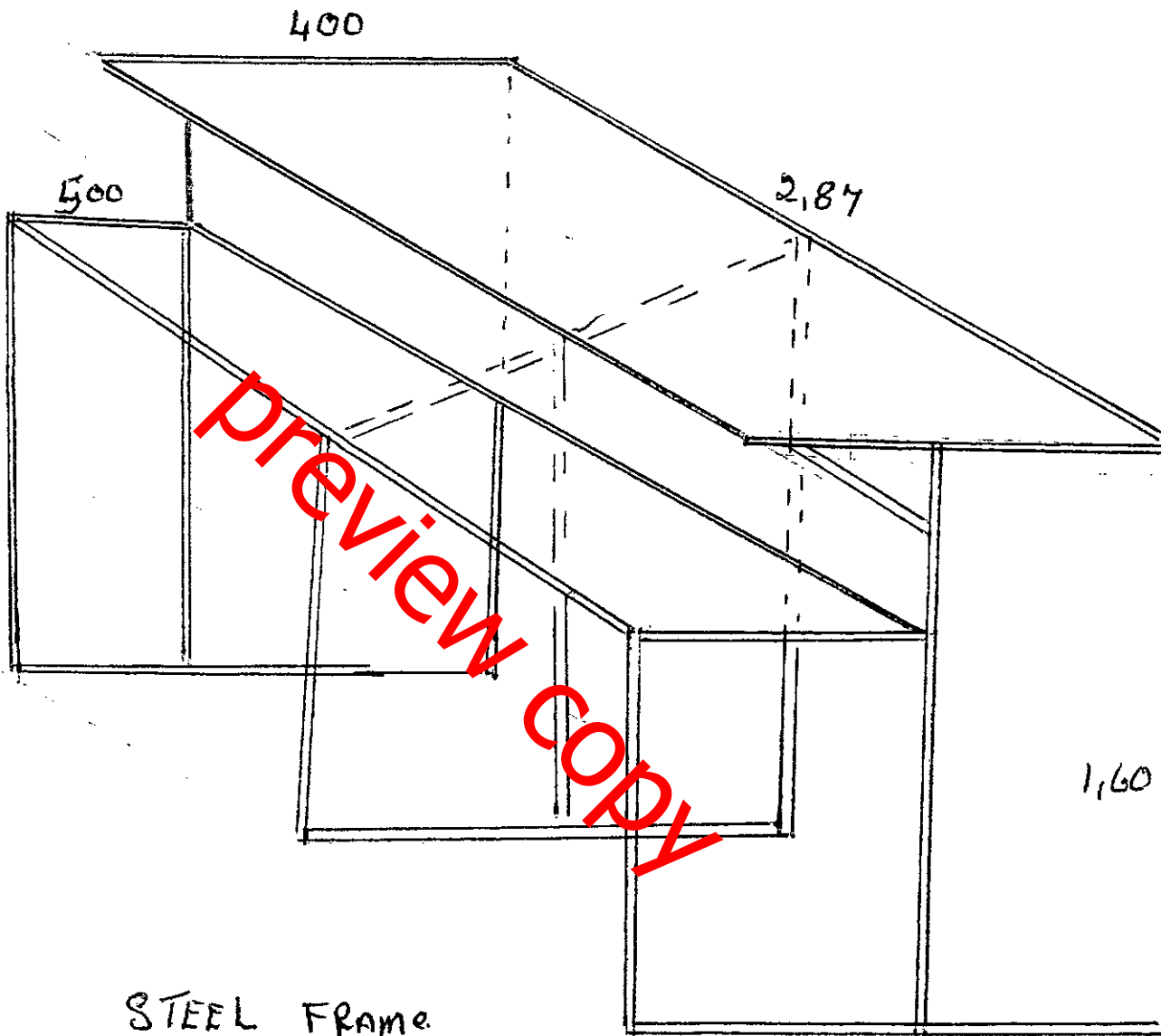
**PANDG**

942 P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

JOB	1	0	1
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Preview copy

IGN 125 S



STEEL FRAME  
FOR SIGN ON TABLE

## **PART 4: SITE INFORMATION**

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

#### **1.1. General description**

The work is to be carried out at Transnet Freight Rail, Ground Zero near Kathu

#### **1.2. Access Limitations**

None

#### **1.3. Ground conditions in areas affected by work in this contract**

None

#### **1.4. Hidden and other services within site**

No hidden services

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The bill of quantities	2

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## C2.1 Pricing Instructions: Option B

### 1. The conditions of contract

#### 1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (with amendments June 2006 and April 2013) (ECC) Option B states:

<b>Identified and defined terms</b>	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none"><li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

This confirms that Option B is a re-measurement contract and the Bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

#### 1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### 1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for



the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

### 2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### 2.3. Departures from the *method of measurement*

2.3.1.

### 2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

2.4.1.

TRANSNET FREIGHT RAIL

ENQUIRY / CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF MAINTENANCE OF, Repair to ski cabins and build new board room and car-ports .  
Ground Zero

## C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

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TRANSNET FREIGHT RAIL

ENQUIRY / CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF MAINTENANCE OF Repair to ski cabins and build new board room and car-ports .  
Ground Zero

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
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