



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: WRAC/KBC/23868 (KBY/54160)

DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS AND PAINTING TO WORKSHOP, BARKLY WEST (asset number 02AF014) FOR A PERIOD OF 2 MONTHS.

## T1.1 Tender Notice and Invitation to Tender

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

General renovations and painting to Workshop, Barkly West (asset number 02AF014) for a period of 2 months.

Tenderers should have a CIDB contractor grading designation of 1 GB or higher.

The physical address for collection of tender documents is Transnet Freight Rail, Supply Chain Services Entrance, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley. A non-refundable tender fee of **R100,00 (inclusive of Vat)** is applicable per tender. **Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805.** The deposit slip must reflect RFQ: KBY/54160 and the contractor's company name. Proof of payment presented prior to the collection of the tender.

**If Bidders intend to download the RFQ document from Transnet Freight Rail Portal at**

**<http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx> OR**

**<http://www.etenders.gov.za/content/advertised-tenders> this downloaded tender document is FREE OF CHARGE.**

After the document has been downloaded, bidders are required to send their **contact details** to the following address: **Leonie.Visagie@transnet.net** by 7 June 2017 before 15h00. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond.

For enquiries regarding collection of documents, contact Miss Leonie Visagie on (053) 838 3119 OR

**➔ For Technical enquiries or directions to the briefing session, contact Mr. Alan Lotriet on (053) 838 3106 / 083 704 0311.**

A **compulsory clarification** meeting with representatives of the Employer will take place at Rail Network Depot, Barkly West on 8 June 2017 starting at 12H00 hrs. All bidders attending the site meeting must have their printed RFQ document with them before the meeting starts. **Bidders who do not have their printed documents will be excluded from the meeting, as well as their bids disqualified.**

**NOTE: Bidders are required to wear the applicable PPE i.e. safety boots and reflective vests. Bidders without PPE will not be allowed at the site inspection meeting.**

The closing date and time of tenders is 10H00 hrs on 20 June 2017. In the tender box and **late tenders will not be accepted.**

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.**



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DESCRIPTION OF THE WORKS: GENERAL RENOVATIONS AND PAINTING TO WORKSHOP, BARKLY WEST (asset number 02AF014) FOR A PERIOD OF 2 MONTHS.

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail

Fax No. (053) 838 3007

Tender KBY/54160

No.:

Attention: Leonie Visagie

Closing 20 June 2017

Date:

**For: [General renovations and painting to Workshop, Barkly West (asset number 02AF014) for a period of 2 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:

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

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

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



## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

**PENDING**

**Tender Number** KBY/54160

**Description** GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY  
WEST (ASSET 02AF014K)

**Start Date:** To be advised

**Completion Date:** To be advised

## Contents

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- C4            Site Information

## **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**

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#### **Site Information**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO BID

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY WEST (ASSET 02AF014K)
<b>BID FEE AND BANKING DETAILS</b>	<p><b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and from the Transnet Freight Rail website <a href="http://www.transnetfreightrail-tfr.ne/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.ne/Supplier/Pages/Tenders.aspx</a> free of charge.</b> Alternatively, this RFQ may be purchased at R100 [inclusive of VAT] per set for those Tenderers that require a copy from Transnet Freight Rail rather than downloading from the websites. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and a copy of the document may be collected during work hours. Payment is to be made as follows:</p> <p>Bank: Standard Bank          Account Number: 203158598          Branch code: 004805          Account Name: Transnet Freight Rail          Reference: KBY/54160</p> <p><b>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender documents and submitted thereafter with your Proposal.</b></p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>The physical address for collection of tender documents:</p> <p>Transnet Freight Rail          Supply Chain Services          Real Estate Management Building          Room 2          Austen Street          Beaconsfield          Kimberley          8301</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Documents may be collected during working hours between 07:30 – 15:00 <b>from 29.05.2017 up to and including 07.06.2017.</b></p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Tenderer, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the Tender documents.</p>

	<p><b>In addition, bidders are to note that the Tender may also be downloaded directly from the National Treasury Tender Publication Portal and from the Transnet Freight Rail website free of charge.</b> If Tenderers intend to download the bid off the Portal, they are required to indicate their intention to respond to this tender by <b>07.06.2017 at 15:00 pm</b> by sending an email with their contact details to the following address: <b>Leonie.Visagie@transnet.net</b></p> <p>This is to ensure that any required communication (e.g. addenda to the tender) in relation to this tender reaches those intending to respond. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this Tender as a result thereof.</p>
<b>COMPULSORY BRIEFING SESSION</b>	Refer to "formal briefing" Paragraph 2 for details.
<b>CLOSING DATE</b>	<p><b>10:00 on 20<sup>th</sup> June 2017</b></p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>Validity Date: 20<sup>th</sup> September 2017</b></p> <p>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>

## 2. FORMAL BRIEFING

A compulsory pre-proposal Tender briefing will be conducted **on 08 June 2017 at 12:00 O'clock. Tenderers to meet at the Rail Network Depot Barkly West.** [Tenderers to provide own transportation and accommodation].

The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

**NOTE: Bidders are required to wear the applicable PPE i.e. safety boots and reflective vests. Bidders without PPE will not be allowed at the site inspection meeting.**

- 2.1 A Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-15** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. Tenders are required to bring this **Returnable Schedule T2.2-15 (attached to the Tender document)** to the briefing session to be signed by the *Employer's Representative*.
- 2.2 Tenderers failing to attend the compulsory tender briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.

### 3. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Freight Rail Acquisition Council  
RFP No: KBY/54160  
Description: GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY WEST (ASSET 02AF014K)  
Closing date and time: **Tuesday, 20 June 2017 @ 10:00**  
Closing address: *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

### 4. DELIVERY INSTRUCTIONS FOR TENDER

#### 4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located on the Ground Floor, Behind reception and must be addressed as follows:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL SUPPLY CHAIN SERVICES  
ROOM 2  
REAL ESTATE MANAGEMENT BUILDING  
AUSTEN STREET  
BEACONSFIELD, KIMBERLEY  
8301

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.



#### 4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Freight Rail Supply Chain Services and a signature obtained from that Office:

THE SECRETARIAT  
TRANSNET FREIGHT RAIL SUPPLY CHAIN SERVICES  
ROOM 2  
REAL ESTATE MANAGEMENT BUILDING  
AUSTEN STREET  
BEACONSFIELD, KIMBERLEY  
8301

- 4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.
- 4.4 No email or faxed tenders will be considered, unless otherwise stated herein.
- 4.5 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

#### 5. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 5.1
  - a) Modify the tender services and request Tenderers to re-tender on any changes;
  - b) Reject any tender which does not conform to instructions and specifications which are detailed herein;
  - c) Disqualify tender/s submitted after the stated submission deadline [closing date];
  - d) Not necessarily accept the lowest priced tender or an alternative Tender;
  - e) Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
  - f) Reject all tenders, if it so decides;
  - g) Withdraw the tender on good cause shown;
  - h) Award business in connection with this tender at any time after the tender closing date;
  - i) Award business for only a portion of the proposed services which are reflected in the scope of this tender
  - j) Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;

- k) Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to cancel the contract;
- l) To request audited financial statements or other documentation for the purposes of a due diligence exercise;
- m) Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- n) To verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- o) Undertake post-tender negotiations with those persons/Tenderers appearing on the list of preferred Tenderers once such list is approved by relevant person(s) with delegated authority;
- p) Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- q) To award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

In addition, Transnet reserves the right to exclude any Tenderers from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the competition Act 89 of 1998. Respondents are required to indicate in tender returnable [clause 12 on T2.2-43], [breach of law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked Tenderer, provided that he/she is still prepared to provide the required goods at the quoted rate.

## **6. NATIONAL TREASURY SUPPLIER REGISTRATION**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

- Step 4: Activate account by requesting and entering the OTP
- Step 5: Log in the CSD
- Step 6: Complete supplier identification information
- Step 7: Complete contact information
- Step 8: Complete address information
- Step 9: Complete bank account information
- Step 10: Complete tax information
- Step 11: Complete directors/members information (if non-CIPC company)
- Step 12: Complete associations (if relevant)
- Step 13: Complete commodities information
- Step 14: Complete B-BBBEE information (future phase)
- Step 15: Maintain users
- Step 16: Complete notification information
- Step 17: Complete accreditations
- Step 18: Click on submit
- Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

**Kindly note that Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.**

<p style="text-align: center;"><b>Transnet urges its clients, suppliers and the general public</b> <b>to report any fraud or corruption to</b> <b>TIP-OFFS ANONYMOUS: 0800 003 056 OR <a href="mailto:Transnet@tip-offs.com">Transnet@tip-offs.com</a></b></p>
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Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders

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

(To be returned within 5 days after receipt)

MAIL TO: Transnet Freight Rail  
Attention: Leonie Visagie

Email: Leonie.Visagie@transnet.net

Project No.:

Tender No.: KBY/54160

Closing Date

**For: GENERAL RENOVATIONS AND PAINTWORK TO WORKSHOP BARKLY WEST (ASSET 02AF014K)**

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

REASON FOR NOT TENDERING:

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

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

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

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), 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	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
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 Price List
<b>Part C3: Scope of work</b>	C3 Works Information
<b>Part C4: Site information</b>	C4 Site information
F.1.4 The Employer's agent is:	Technical Buyer
Name:	Brenda Ackerman
Address:	Real Estate Management Building, Room 2, Austen Street, Beaconsfield, Kimberley

Tel No. 053 8383082

E – mail Brenda.Ackerman@transnet.net

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F1.6 The competitive negotiation procedure may be applied.

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

**1. Tenderers will only be considered if:**

- a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
- b) Registered with National Treasury (proof attached)
- c) Technical Compliance Sheet to be completed and signed
- d) Price List to be completed
- e) Form of Offer to be completed and signed

**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 GB1 or higher class of construction work, are eligible to have their tenders evaluated.**

**3. Joint Venture (JV)**

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the GB1 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 GB1 or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

#### 4. 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.

**In the event that all tenderers that are evaluated in terms of quality (functionality) do not meet the minimum stipulated points (threshold) or quality (functionality) of 60%, Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 60 to 50 points.**

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

Quality criteria	Sub Weight	Maximum number of points
<b>T2.2-4 Availability of Equipment and Plant</b> Tenderers to submit a list of all Equipment and Plant resources that he proposes to use to execute the work (vehicles, hand tools, portable electrical tools, ladders and scaffold), as well as the availability and details of ownership for each item or Lease agreement	20	20
<b>T2.2-7 Management and CV's of Key People</b> Tenderer to indicate level of general experience and qualifications of key staff within the organization (CV's of all Key staff to be provided and professional registration)	10	10
<b>T2.2-22 Health and Safety</b> - A safety plan to be submitted in accordance with the OHSA1993 and Transnet Freight Rail Health and Safety Specification TFR-ISM-RN-R&C-FM009 including a risk assessment, Construction Safety File (Index) and Construction Safety work Method Statement.	30	30
<b>T2.2-25 Previous experience</b> - Previous experience for similar work and written references. (company name, contact person and value of work completed or in execution) and completion certificates	30	30

<b>T2.2-37 Method Statement</b> A detailed method statement describing exactly how each aspect of the work will be executed and the order in which it will be done.	10	10
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

Quality shall be scored by not less than two evaluators and averaged in accordance with the schedules below. Failure to submit these schedules will result in a tenderer scoring zero.

- T2.2-4 Availability of equipment and plant
- T2.2-7 Management and CV's of key People
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience
- T2.2-37 Method Statement

The minimum number of evaluation points for quality is 60.

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100. 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 the above mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation**

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

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

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

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

Location of tender box      On the Ground Floor behind reception  
 (TRANSNET FREIGHT RAIL)

Physical address:      Real Estate Management Building, Room 2,  
 Austen Street, Beaconsfield, Kimberley

Identification details:      The tender documents must be submitted  
 labelled with:

- Name of Tenderer:



- Name of Tenderer:
- Contact person and details:
- The Tender Number: KBY/54160
- The Tender Description: General renovations and painting to Workshop Barkly West (02AF014K)

Documents must be marked for the attention of: The Secretariat, Transnet Freight Rail Supply Chain Services

Prior arrangement on the submittal of large tender documents should be made with the Technical Buyer.

**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 until 20<sup>th</sup> September 2017.

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

1. An **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS or IRBA B-BBEE accreditation certificate. Failure to submit a valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in the T2.2-50 Returnable Schedule - B-BBEE Preference Points Claim Form at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE, and,
3. Certified Letter of Good Standing

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

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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 W1 is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value less than R 50 million

Up to 100 minus W1 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 are equal to, or higher than R 50 million, the tender invitation must be cancelled.

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F.3.13 Tender offers will only be accepted if:

- a) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
  - b) 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;
  - c) the tenderer does not appear on Transnet list for restricted tenderers;
  - d) the tenderer has fully and properly 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;
  - e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
  - f) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
  - g) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form
- 

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## T1.3 CIDB Standard Conditions of Tender

July 2015 Edition



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

### F.1 General

#### F.1.1 Actions

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

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

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

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

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

#### F.1.2 Tender Documents

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

### F.1.3 Interpretation

- F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
    - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
    - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
    - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
  - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
  - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
  - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

### F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - (b) funds are no longer available to cover the total envisaged expenditure; or
  - (c) no acceptable tenders are received.

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.12 Alternative tender offers**

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

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of

the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or



prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

#### **F.2.18 Provide other material**

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

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

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

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

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

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

#### **F.2.21 Check final draft**

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

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

If so instructed by the employer, return all 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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of 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 functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

#### F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price.
- 2) Score points for BBBEE contribution.
- 3) Add the points scored for price and BBBEE.

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

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 million ( all applicable taxes included):

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

Where:

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

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

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

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12

26

5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million**

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 million (all applicable taxes included):

**90/10**

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

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

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

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$NFO = W_1 \times A$$

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

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

Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - P_m}{P_m}))$	$A = P_m / P$
<sup>a</sup> <i>P<sub>m</sub></i> is the comparative offer of the most favourable comparative offer. <i>P</i> is the comparative offer of the tender offer under consideration.			

**F.3.11.8 Scoring preferences**

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

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

**F.3.11.9 Scoring quality**

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

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

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

where: *S<sub>Q</sub>* is the score for quality allocated to the submission under consideration;  
*M<sub>S</sub>* is the maximum possible score for quality in respect of a submission; and  
*W<sub>2</sub>* is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data:

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

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

**F.3.13 Acceptance of tender offer**

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

- 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, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- 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.

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

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

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

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

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

#### Procurement planning process

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

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

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

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

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



## **T2.1 List of Returnable Documents**

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

T2.2-15 An authorised representative of the tendering entity attends the compulsory clarification meeting

An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below

Registered with National Treasury (proof attached)

Technical Compliance Sheet to be completed and signed

Price List to be completed

Form of Offer to be completed and signed

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

T2.2-4 Availability of Equipment and other Resources

T2.2-7 Management and CV's of Key people

T2.2-22 Health and Safety Plan

T2.2-25 Previous Experience

T2.2-37 Method Statement

### **3. Returnable Schedules**

T2.2-1 Changes to tender documents

T2.2-2 Program

T2.2-3 Risk Elements

T2.2-8 Schedule of proposed Subcontractors/consultants

T2.2-9 Insurance provided by the Contractor

T2.2-10 Site Establishment requirements

T2.2-14 Authority to submit tender

T2.2-16 Record of addenda to tender documents

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-31 Supplier Integrity Pact

T2.2-33	Mutual Non-Disclosure Agreement
T2.2-34	Supplier Declaration Form
T2.2-36	RFQ Declaration Form
T2.2-38	Declaration of Understanding (Environmental and Health & Safety)
T2.2-43	RFQ – 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: Pricing data**
- 7. C2.2: Price List**

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

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

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

The Conditions of Tender state that the tenderer may:

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

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

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

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

Signed

Date

Name

Position

Tenderer

## T2.2-2: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer.

Please provide your proposed programme, inclusive but not limited to the following:

Bill of Quantity No	Activity description	Start date	Finish date	Preceding activities	Time risk allowances (TRA)
---------------------	----------------------	------------	-------------	----------------------	----------------------------

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

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


Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2-4: Availability of Equipment and Plant Resources - Pre Qualifying Quality (Functionality) Criteria

Tenderers to submit a list of all Equipment and Plant resources that he proposes to use to execute the work (vehicles, hand tools, portable electrical tools, ladders and scaffold), as well as the availability and details of ownership for each item or Lease agreement.

1. Vehicles
2. Hand Tools
3. Portable electrical Tools
4. Ladders
5. Scaffold

Number of Equipment	Equipment Type – Description	Hourly Rate
	<b>Attach to this returnable</b>	

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

	Availability of Equipment and Other Resources – Weight 20%
<b>No Response (score 0)</b>	Tenderer submitted no information
<b>Poor (score 40)</b>	1 of the items as specified above are addressed
<b>Satisfactory (score 70)</b>	2 - 3 of the items as specified above are addressed
<b>Good (score 90)</b>	4 of the items as specified above are addressed
<b>Very good (score 100)</b>	5 of the items as specified above are addressed

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2-7: Management & CV's of Key Persons – Pre – Qualifying Quality (Functionality) Criteria

Please describe the management arrangements for the *works*.

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

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

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

The scoring will be as follows:

	<b>Management and CV's of Key People – Weight 10%</b>
<b>No Response (score 0)</b>	Tenderer submitted no information
<b>Poor (score 40)</b>	Submitted incomplete information. 1 item addressed.
<b>Satisfactory (score 70)</b>	3 of the items as specified above are addressed
<b>Good (score 90)</b>	4 of the items as specified above are addressed
<b>Very Good (score 100)</b>	5 of the items as specified above are addressed



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

Signed

Date

Name

Position

Tenderer

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

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

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

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

Signed

Date

Name

Position

Tenderer

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

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

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

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

Signed

Date

Name

Position

Tenderer

[illegible]

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor



## ELIGIBILITY CRITERIA SCHEDULE

### 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 Rail Network Depot, Barkly West.	
On (date)	08 June 2017	Starting time: 12:00

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

## T2.2-17: Compulsory Enterprise Questionnaire

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed	Date
Name _____	Position _____
Enterprise name _____	

## T2.2-22: Health and Safety Plan: Pre-Qualifying Quality (Functionality)

### Criteria

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing.
2. A safety plan to be submitted in accordance with the OHSA1993 and Transnet Freight Rail's health and Safety Specification TFR-ISM-RN-R&C-FM009.
3. Risk assessment.
4. Construction Safety File (Index)
5. Construction Safety Work Method Statement

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety Plan submitted by the Tenderer:

Scoring will be as follows:

	<b>Health and Safety – Weight 30%</b>
<b>No Response (score 0)</b>	Tenderer submitted no information
<b>Poor (score 40)</b>	Submitted an incomplete Health and Safety Plan. 1 Item addressed above.
<b>Satisfactory (score 70)</b>	2 - 3 of the items as specified above are addressed
<b>Good (score 90)</b>	4 of the items as specified above are addressed
<b>Very Good (score 100)</b>	5 of the items as specified above are addressed

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

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

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

Tenderer \_\_\_\_\_

## T2.2-25: Previous Experience: Pre-Qualifying Quality (Functionality)

### Criteria

#### Note to tenderers:

Tenderers are required to List their previous experience for similar work with written references, completion certificates or in execution (company name, contact person and value of work completed or in execution)

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

.....  
.....

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

	<b>Previous Experience – Weight 30%</b>
<b>No Response (score 0)</b>	Tenderer has submitted no information
<b>Poor (score 40)</b>	1 contactable reference relevant to this RFQ with a completion certificate, written reference or in execution.
<b>Satisfactory (score 70)</b>	2 – 3 contactable references relevant to this RFQ with a completion certificate, written reference or in execution
<b>Good (score 90)</b>	4 - 5 Contactable references relevant to this RFQ with a completion certificate, written reference or in execution
<b>Very Good (score 100)</b>	> 6 Contactable references relevant to this RFQ with a completion certificate, written reference or in execution.

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

Signed

Date

Name

Position

Tenderer





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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



## **PREAMBLE**

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

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

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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



### **3 OBLIGATIONS OF THE BIDDER / SUPPLIER**

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate



purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption
    - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.



#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

#### **5 DISQUALIFICATION FROM BIDDING PROCESS**

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future



bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 DATABASE OF RESTRICTED SUPPLIERS**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;



- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Bidder / Supplier;
  - f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
  - g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and



- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.





- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

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

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

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

and

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

### 1. Purpose

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

### 2. Definition

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

### 3. Exclusions

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

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

- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

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

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

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

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

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

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not

be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

#### **7. Mandatory Disclosure**

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

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

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

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

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

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

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

#### **11. Term**

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

#### **12. Miscellaneous**

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

### 13. Governing Law and Jurisdiction

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

### 14. Disputes

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

### 15. Remedies

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

Signed

Date

Name

Position

Tenderer



## SUPPLIER DECLARATION FORM

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Transnet Vendor Management has received a request to load / change your company details on to the Transnet vendor database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### **General Terms and Conditions:**

**Failure to submit the relevant documentation will delay the vendor creation / change process.**

Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.



# SUPPLIER DECLARATION FORM

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No. Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?

Yes

No

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

Document Name: Supplier Declaration Form

Revision: Version 7.3

Date: 4 April 2016



Is your company a Labour Broker?				Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.							
How many personnel does the business employ?				Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.							
Most recent Financial Year's Annual Turnover		<R10Million		>R10Million <R50Million		>R50Million	
Does your company have a valid BBBEE certificate?				Yes		No	
What is your broad based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability.							
<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct.</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oaths</b>							
Name				Date			
Signature				Telephone No			




**Internal Transnet Departmental Questionnaire (For Office Use Only)**

Company Trading Name	
Company Registered Name	

**Operating Division**

TFR	TFR RME	TE	TPT	TPL	TNPA	TRN PROP	TRN TCC	TRN FOUN	TRN TCP
Create		Amend			Block			Unblock	
Extend		Delete			Undelete			Once-Off / Emergency	

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes	No
If yes, please submit a copy of the adjudication document / signed-off comparative schedule		

Transnet B-BBEE Department Contact Person		Signature	
Contact number		Email	

**THE FOLLOWING IS TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT. THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL**

**What is being procured from the supplier?**

i. Products Only	Yes	No
ii. Services Only	Yes	No
iii. Labour Only	Yes	No
iv. Mix of Products and Services	Yes	No
v. Mix of Services and Labour	Yes	No

If your answer is **YES** to any of the questions ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the Tax Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet decision-making body such as a Cross Functional Sourcing Team, should be indicated below. **A copy of the signed-off document by the mentioned decision-making body should also be attached.**

Type	Deduct Tax		If Tax should be deducted (Indicate % to be deducted)	Department Responsible for Payment (PROCUREMENT OR PAYROLL) IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS SHOULD BE FORWARDED TO THEIR OFFICE
Service Provider	Yes	No		
Labour broker without IRP30 exemption certificate	Yes	No		
Labour broker with IRP30 exemption certificate	Yes	No		
Personal Service Provider	Yes	No		
Independent Contractor	Yes	No		
None of the above apply, state reason				
If PAYE is to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared to comply with Transnet's PAYE conditions. <b>(Please attached a copy of the written communication)</b>				
If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.				

Document Name: Supplier Declaration Form

Revision: Version 7.3

Date: 4 April 2016

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor details update.

Vendor Approval Official's Details														
Name						Designation								
Tel No						Fax No								
e-Mail														
Signature						Date	Y	Y	Y	Y	M	M	D	D

Example of an Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ is not a registered VAT vendor and is not required to  
register as a VAT vendor because the combined value of taxable supplies made by the provider in  
any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as  
required in terms of the Value Added Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_.

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to number of employees

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ employs three or more full time employees, which employees are  
engaged in the business of rendering the services of the organisation and are not connected  
persons as defined in the Income Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_.

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

# Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths  
Signature & stamp

## Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Example of an Affidavit or Solemn Declaration as to number of employees

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly  
swear/declare that \_\_\_\_\_ employs three or more full  
time employees, which employees are engaged in the business of rendering the services of  
the organisation and are not connected persons as defined in the Income Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this  
Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she  
regards binding on his/her conscience and that the allegations herein contained are all true  
and correct.

\_\_\_\_\_  
Commissioner of Oaths



## Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths  
Signature & stamp

Example of an Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly  
swear/declare that \_\_\_\_\_ is  
not a registered VAT vendor and is not required to register as a VAT vendor because the  
combined value of taxable supplies made by the provider in any 12 month period has not  
exceeded or is not expected to exceed R1 million threshold, as required in terms of the  
Value Added Tax Act.

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this  
Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she  
regards binding on his/her conscience and that the allegations herein contained are all true  
and correct.

\_\_\_\_\_  
Commissioner of Oaths

## 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:

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Indicate nature of relationship with Transnet:

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*[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:	

## T2.2-37: Method Statement - Pre-Qualifying Quality (Functionality) Criteria

### Note to tenderers:

#### Method statement

In addition to general methodology for the project please provide specific information for the following points:

A detailed method statement describing exactly how each aspect of the work will be executed and the order in which it will be done.

1. Establishment on Site
2. Supply and delivery of materials to the work site. By what means and how will the materials be handled to cause the least damage etc.
3. Detailed plan as to how the contractor plans to execute the works as per the specifications and the Price List.
4. Clearing of the site

<b>Attach to this Returnable Schedule</b>

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

	<b>Method Statement – Weight 10%</b>
<b>No Response (score 0)</b>	The Tenderer submitted no information
<b>Poor (score 40)</b>	Submitted incomplete information and addressed 1 Item.
<b>Satisfactory (score 70)</b>	2 of the items as specified above are addressed.
<b>Good (score 90)</b>	3 of the items as specified above are addressed.
<b>Very Good (score 100)</b>	4 of the items as specified above are addressed.

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

Signed

Date

Name

Position

Tenderer

## T2.2-38: Declaration of Understanding

<b>PROJECT NAME:</b>	GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY WEST (ASSET 02AF014K)	<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	KBY/54160

I,

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

\_\_\_\_\_  
 (Designation)

\_\_\_\_\_  
 (Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification TFR/EMS (SES) – 001 and the Occupational Health & Safety Act and Regulations

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

## 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)**

**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Certificates issued by a Registered Auditor approved by the Independent Board of Auditors [IRBA] to Large Enterprises or QSEs with less than 51% black ownership have been discontinued but such valid certificates that were issued before 1 January 2017 may be used until they phase out completely by December 2017.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Black designated group"** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (f) **"Black People"** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- (g) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (i) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (j) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (k) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (l) **"co-operative"** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- (m) **"Designated Group"** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- (n) **"Designated Sector"** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- (o) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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 or 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;
- (q) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (r) **"Military Veteran"** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);

- (s) **"National Treasury"** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (t) **"non-firm prices"** means all prices other than "firm" prices;
- (u) **"person"** includes a juristic person;
- (v) **"People with disabilities"** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998);
- (w) **"Price"** includes all applicable taxes less all unconditional discounts.
- (x) **"Proof of B-BBEE Status Level of Contributor"** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (y) **"Rural Area"** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- (z) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (aa) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (bb) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (cc) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (dd) **"Township"** means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- (ee) **"Treasury"** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- (ff) **"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
- (gg) **"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.
- (hh) **"Youth"** meaning assigned to it in terms of Section 1 of National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

##### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bec\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bec_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher 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.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 9.7 Total number of years the company/firm has been in business:.....

- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

<b>SIGNATURE(S) OF BIDDERS</b>
Signature
Name
Date
Signed at

<b>WITNESSES</b>
1. Witness signature
2. Witness signature

## 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

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<b>PROJECT NAME</b>	GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY WEST (ASSET 02AF014K)		
<b>PROJECT NUMBER</b>	KBY/54160		
<b>PROJECT LOCATION</b>	WORKSHOP BARKLY WEST		
<b>PROJECT SCOPE</b>	GENERAL RENOVATIONS AND PAINTING		
<b>PROJECT DURATION</b>	2 MONTHS		
<b>COMPILED BY</b>			
<b>APPROVED BY</b>			
<b>RESPONSIBLE SEGMENT</b>	REAL ESTATE MANAGEMENT		
<b>TECHNICAL BUYER</b>	BRENDA ACKERMAN		

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## 1. Purpose

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

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

## 2. Scope

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

## 3. Abbreviations

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

**RC** – Rehabilitation and Construction

**RN** – Rail Network

**SOP** – Standard Operating Procedure

**TFR** – Transnet Freight Rail

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

**EMP** – Environmental Management Plan

**DOL** – Department of Labour

**HCS** – Hazardous Chemical Substances

**MSDS** – Material Safety Data Sheet

**OHS** – Occupational Health and Safety

**PPE** – Personal Protective Equipment

**HSE** – Health, Safety and Environment

**KZN** – KwaZulu Natal

## 4. Definitions

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

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## 5. Policies

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

## 6. HSE Budget

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

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

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

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

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

## 8. Legal and Other Appointments

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

## 9. Project Organogram

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

## 10. Training and Competency

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

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

- Management and Supervisory Appointees

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

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

## 8.1 Induction Training

### • Project Induction

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

### • Site specific induction

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

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

- **Visitors induction**

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

- **Refresher induction**

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

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

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

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

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

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

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

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

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

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



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## **15. Site Access Certificate**

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

## **16. Site Establishment**

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

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

## **17. Medical Certificate Of Fitness**

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

## **18. Health, Safety and Environmental Meeting**

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

## **19. Risk Management**

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

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

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

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

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

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

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

## **19.3 Planned Task Observations (PTOs)**

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

The PTOs shall be conducted by the following persons:

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

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

## **19.4 Method Statements**

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

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

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

## **19.5 Daily Safety Task Instructions (DSTI)**

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

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

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

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## **19.6 Daily Safety Toolbox Talks**

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

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

## **20. Incident Management**

### **20.1 Incident Reporting**

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

- verbally
- telephonically or
- via sms

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

### **20.2 Incident Investigation**

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

### **20.3 Incident Record Keeping**

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

### **20.4 Incident Close Out**

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

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

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

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## 22. First Aid Services

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

- **First Aid Boxes**

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

- **Smoking**

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

- **Sun Protection**

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

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

## 23. Project Health, Safety and Environmental Audits

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

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

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

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

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

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

## **26. Registers**

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

## **27. Checklists**

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

## **28. Substance Abuse Management**

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

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

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

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

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

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

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

### **35. Environmental Management**

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

### **36. Waste Management**

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

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

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

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

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

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

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

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

### **38. Other Records**

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

### **39. Additional requirements**

None

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Title of the Contract

The tenderer, identified in the signature block below,

<i>either</i>	having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	has examined the draft contract as listed in the Acceptance page and agreed to provide this Offer.

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

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

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Employer

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'.

**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)*Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Supply Chain Services Real Estate Management Building, Room 2 Austen Street, Beaconsfield, Kimberley Postal Address:  P.O. Box 842 Kimberley 8300
	Tel No.	053 8383082
	Fax No.	011 7749788
11.2(11)	The <i>works</i> are	General renovations and painting
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Workshop, Barkly West (Asset 02AF014K)
30.1	The <i>starting date</i> is	To be advised
11.2(2)	The <i>completion date</i> is	To be advised
13.2	The <i>period for reply</i> is	2 weeks
14.4	The <i>Employer's</i> representative is (name)	Alan Lotriet
	Address	Transnet Freight Rail, REM, REM building, Room 6, Austen Street, Beaconsfield, Kimberley
	Tel No.	053 838 3106/0837040311
	Fax No.	053 8383319
	The authority of the <i>Employer's</i> representative is	The <i>Employers Representative</i> is delegated to carry out all the actions of the Employer in this Contract

40	The <i>defects date</i> is	<b>26 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is on the	<b>10<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> are	<b>R 1 000.00 per day</b>
50.6	The retention is	<b>10% on all payments certified</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received</b>
51.4	The interest rate on late payment is	<b>The prime lending rate of the Standard Bank of South Africa</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>Whatever the Contractor deems desirable in addition to that provided by the Employer for any one event</b>
82.1	The <i>Employer</i> provides this insurance	
	1. Insurance against:	<b>Insurance against of or damage to the <i>works</i>, Plant &amp; Materials is as stated in the Insurance policy for Contract works and public liability (Blanket Principal Controlled Insurance)</b>
	Cover / indemnity:	<b>Cover / Indemnity is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal controlled Insurance)</b>
	The deductibles are:	<b>As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage Equipment (Temporary Works only) as stated in the insurance policy for contract works and public liability.</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)</b>
	The deductibles are	<b>As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability</b>

3 Insurance against: Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Cover / indemnity: Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Deductibles: As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

The *Employer* provides these additional insurances

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

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

Deductibles: the deductible are as stated in the Contract Works SASRIA policy

The *Contractor* provides these additional insurances:

- 1 Insurance against:
1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
  2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and / or fabrication
  3. Should the *Employer* have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
  4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.

5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Employers Representative* 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 *Contractor*.

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
93.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
93.2(2)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	The Association of Arbitrators (Southern Africa)
93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>1</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

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

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

## C2 Pricing Data

### C2.1 Pricing Instructions

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

PRELIMINARY AND GENERAL shall be measured and paid for as lump sum. Tendered rates must therefore include labour, site establishment, transport, civil works, preparations and all necessary resources to complete the works.

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

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

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

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





## C2.2 Price list

### SCHEDULE OF RATES AND QUANTITIES

ASSET NO: 02AF014K

ITEM No	FAULT DISCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>CEILING</b>					
8	Break out ceiling board complete. Leave branderling for re-use. remove all clout nails from branderling and remove all rubble from site. Line up branderling as necessary. fit new Gypsum ceiling boards complete. Item include H joint strips but exclude cornice	73	M^2		
10	Install Gypsum/Nutec board ceiling boards to existing branderling but fit new H profile strips or coverstrips as specified, but item exclude cornice. See attached specifications per item.	73	M^2		
26	Fit merantie wood skirting and quarter rounds as cornice, fit supa wood skirting to wall and quarter rounds against skirting and ceiling panel. No section of skirting or quarter rounds shall be shorter than 450mm.	36	M		
34	Install Pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles to existing concrete ceiling. See attached specifications for item	30	M^2		
40	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	73	M^2		
44	Paint ceilings 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per specification.	73	M^2		
<b>WALLS INTERIOR</b>					
58	Prepare walls for painting. wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object, fill cracks and all holes, sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust	177	M^2		
67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	177	M^2		
<b>WINDOWS INTERIOR</b>					
129	Fix loose window handle apply lock tight to screw. apply lock tight or similar product to screws	2	EA		
132	Replace window latch for centre, top or bottom hinge type industrial window frame	2	EA		
135	Fix loose peg stay with right type screw. apply lock tight or similar product to screws	1	EA		
137	Remove as necessary back putty and replace with new back putty to neat and straight finish	3	M		
162	Install / replace vertical blinds 125mm slats complete with new rail ** with approved type blinds. size -1390 mm wide x 1500 mm drop. colour plain fawn. measured for **face** fit. Rail anodized aluminum. Read attached spec !!	5	EA		
163	Install / replace vertical blinds 125** slats complete with new rail ** with approved type blinds. size -1400 mm wide x 1560 mm drop. colour plain fawn. measured for **face** fit. Rail anodized aluminum. Read attached spec !!	4	EA		
<b>WINDOWS INT AND EXT</b>					

ASSET NO: 02AF014K

ITEM No	FAULT DISCRIPTION	QUANTITY	UNIT	RATE	TOTAL
186	Replace cracked or broken window panes clear, size 350mm x 450mm x 3mm. clean frame apply 1 coat anti rust paint. see attached detail specification. place sheet on floor or garden to catch all broken pieces of glass	4	EA		
206	Paint residential small pane type window frame complete. with 1 coat universal undercoat and 2 coats Dulux pearlgl White. item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	18	M^2		
<b>DOORS/SECURITY GATES</b>					
243	Fit or replace standard round rubber type door stop	2	EA		
262	Replace mortice lock with sabs approved 4 lever mortice lock with 2 keys. if more than 1 lock to be replaced keys shall not be interchangeable. sabs mark shall be on lock.	2	EA		
<b>DOORFRAMES</b>					
329	Paint door frame 1 coat undercoat and 2 coats Dulux pearlgl White. single steel frame. 115mm=1.150m2. single 230mm=1.750m2. double 1511mm x 115mm=1.29 m2. double 1511mm x 230mm=1.96 m2. Do preparation as per specification	8	M^2		
<b>FLOORS</b>					
353	Remove vinyl floor tiles complete and clean floor from all adhesive	30	M^2		
373	Chip 80 % of concrete floor area. supply and apply Tylon or tal key coat to floor for ceramic tiles (please read the manufacture specifications on container on how to mix and apply the key coat)	103	M^2		
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	103	M^2		
396	Remove grano skirting, completely, from wall and floor and clean wall and floor.	35	M		
397	Remove wooden skirting and quarter rounds, completely	32	M		
406	Lay ceramic tile skirting 100mm wide with plastic tile edge strip on top edge of tiles. Skirting tiles cut to 100mm wide. Skirting tiles to match ceramic floor tiles. Item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide	67	M		
<b>ROOF</b>					
593	Replace loose roof screws with 75 mm coach type roof screws for corr iron with bond it washer. do not over tighten new roof screws. N.B. any damage to roof sheets shall be repaired or sheets shall be replaced by the contractor at his own expense.	40	EA		
652	Prepare roof for painting where existing paint is peeling. remove all loose paint. sand roof to provide bond for new paint. clean and rinse roof with clean water and broom. roof area is length x width (area do not include roof sheet profile)	40	M^2		
656	Paint under side of roof at veranda or roof overhang. IBR or Corr iron profile two coats Dulux or Plascon white roof paint. Area is length x width (area do not include roof sheet profile) overcoat time 4 hours. (see attached paint specification)	14	M^2		

ASSET NO: 02AF014K

ITEM No	FAULT DISCRPTION	QUANTITY	UNIT	RATE	TOTAL
657	Paint roof Corr iron profile 2 coats white Dulux roof guard or Plascon nu roof paint. Area is length x width (area do not include roof sheet profile) over coat time 4 hours. Roof must be inspected and approved in site book before painting can commence.	156	M^2		
666	Paint all roof timber purlins. 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. (75mm x 50mm purline =?? length of purline X 0.20m = square meter) (75mm x 75mm purline = ?? Length of purline x 0.225 = square meter)	4	M^2		
667	Paint exposed roof timber spracets, 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)	22	M^2		
672	Do preparations as specified and supply paint and paint under eaves ceilings two coats paint. see attached paint specification)	20	M^2		
<b>FACIA/BARGE BOARDS</b>					
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		
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 attaché specification had been done	12	M^2		
<b>GUTTERS/DOWNPINES</b>					
688	Provide gutter straps	22	EA		
691	Remove asbestos / galvanised / PVC gutters complete with brackets, down pipes and down pipe holder bats, item include the fill of down pipe holder bat holes in wall with cement	26	M		
693	Fit galvanised square gutters 100 x 75mm complete. include all necessary corners and stop ends. all work and material shall comply to attached specification. note!!: silicone sealer must not be used as joints.	26	M		
699	Supply paint and paint gutters outside complete (size 75mm x 100mm) 2 coats paint. 1.0m = 0.30m2. after all preparations as specified was done. (see attached specification)	8	M^2		
700	Fix down pipe to wall (each = bracket/holder bat)	8	EA		
703	Fit square down pipe 100mm x 75mm to match square gutters, complete item includes one offset and one shoe up to 4,50m long for inland and PVC or fibre cement gutter down pipe for coastal area (price is on 100x75mm square)	8	EA		
707	Do preparations as specified, paint down pipe complete 2 coats paint. after all preparations as specified was done. (see attached specification)	8	M^2		
<b>WINDOWS EXTERIOR</b>					
770	Remove loose and cracked front putty. clean steel of all dirt and rust and paint glazing bars with Dulux or Plascon steel anti rust primer. replace front putty to neat and straight finish.	13	M		

ASSET NO: 02AF014K

ITEM No	FAULT DISCRIPTION	QUANTITY	UNIT	RATE	TOTAL
783	Area is with window closed, clean, sand and paint residential small pane window type. 1 coat universal undercoat and 1 coat Dulux pearlglo White. Item include removing all old paint from glass area and cleaning of glass.	21	M^2		
<b>PAINT PIPES/STEEL/STRUCTURE</b>					
830	Paint pipes 15 to 120mm dia. pipes against wall painted different colour as wall or with different paint, paint 1 coat undercoat and 2 coats white water base Dulux pearlglo. apply paint only after preparation as per attached specification has been done. (15mm x 1.0m=0.076m2 so ??? Length of pipe x 0.076m = square meter) (25mm x 1.0m = 0.10m2 so ??? Length of pipe x 0.10 = square meter). (40mm x 1.0m = 0.16m2 so ??? Length of pipe x 0.016m = square meter). (50mm x 1.0m=0.314m2. so ??? Length of pipe x 0.314m = square meter). (75mm x 1.0m=0.471m2 so ??? Length of pipe x 0.471 = square meter). (110mm x 1.0m = 0.691m2 so ??? Length of pipe x 0.691 = square meter) . item includes all preparations as per spec	4	M^2		
<b>DOOR/GARAGE/STEEL</b>					
848	Do preparations as specified and paint single combination steel door with frame complete universal undercoat and 1 coat gloss enamel. (see attached paint specification) (project manager to specify colour)	8	M^2		
<b>P AND G</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 .	1	JOB		
<b>HEALTH AND SAFETY</b>					
943	Health and saftey.Cost for the risk and saftey 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 saftey the induction on the date as agreed on between TFR Project manager and the contractor.	1	JOB		

R

NET TOTAL (to be carried forward to form offer and acceptance)

14% VAT R

GRAND TOTAL R

## Part 3 : Scope of Work

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Works Information</i>	42
	Health & Safety Specification : TFR-ISM-RN-R&C-FM009	15
	Baseline Risk Assessment	2
	Environmental Specification TFR/EMS (SES) - 001	22
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## C3.1 Works Information

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# 1. Description of the Works

## 1.1 Executive Overview

General renovations and painting to Workshop Barkly West (Asset 02AF014K) for a period of 2 (two) months.

## 1.2 Employer's Objectives

It is the objective of the *Employer* to achieve the general renovations and painting completed as soon as possible whilst still maintaining the highest quality and safety standards, without interfering with the normal day to day operations at the Workshop Barkly West (Asset 02AF014K).

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
COID Act	The Compensation for Occupation Injuries and Deceases Act
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	Filename extension for Microstation Drawings
DWG	Filename extension for Autocad Drawings
EDMS	Electronic Document Management System
EO	Environmental Officer
HSR	Health and Safety Representative
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance



Abbreviation	Meaning given to the abbreviation
QC	Quality Control
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SHEO	Safety, Health and Environmental Officer
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
iPAS DM	Primary software tool used for Document Management

## 2. Management and Start Up

### 2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Employer's Representative's* request. The *Contractor* will also be required to attend a safety meeting. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### 2.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

## 2.3 Safety Risk Management

### 2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification : TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Employer's Representative* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Employer's Representative* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Employer's Representative* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (e) The *Contractor* shall advise the *Employer's Representative* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Employer's Representative*:
  - documentary proof of his procedural compliance with the Act, and
  - Particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
  - The *Contractor's* Health and Safety Program will be subject to agreement by the *Employer's Representative*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

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- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.
- (i) Personal Protective Equipment (PPE) applicable to the work must be worn at all times. Induction will be held with successful Contractor and his subcontractors and will take approximately twenty (20) minutes.
- (j) The *Contractor* shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies.
- (k) The *Contractor* and his *Employees & Sub Contractors* must carry proof of training attended for execution of the works.

#### 2.3.2 Records to be kept in Health and Safety file including sub-contractors

- (a) All safety audits will be discussed and corrective actions monitored
- (b) All audit results are to be recorded in the site diary
- (c) Unscheduled visits and "**STOP**" Visits using stop cards shall be conducted by Transnet Freight Rail
- (d) The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR
- (e) Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
- (f) The *Contractor* must supply his own PPE
- (g) *Employees* that do not wear the necessary PPE will not be allowed on site.
- (i) Defective PPE must be reported immediately to the Supervisor.

**NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Employer's Representative*. This will be at a time and location Transnet will arrange.**

#### 2.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Employer's Representative* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Employer's Representative*, before any construction work can commence.

#### 2.3.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

#### 2.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Employer's Representative*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

- NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

## 2.4 Environmental Constraints and Management

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Representative* has the right to request additional specific work method statements should in his opinion this be required.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Employer's Representative* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Employer's Representative's* Waste Management Objective.

#### 2.4.1 USE OF CEMENT & CONCRETE

Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The contractor shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

#### 2.4.2 NOISE POLLUTION

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

### 2.4.3 DUST CONTROL

Dust has been identified as having a serious environmental impact. The Contractor is required to prevent the creation of dust.

The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

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.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

## 2.5 Quality Management System

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Representative* for approval. Site Access will not be permitted until the QCP is to the *Employer's Representatives* satisfaction

Transnet Freight Rail will have the right to inspect the work at any time during the progress of the contract.

## 2.6 Programming Constraints

### 2.6.1 General

The programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Works and in monitoring the progress of the work under the Contract. The information

and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

#### 2.6.2 Programme submission

The program must be submitted with the tender. This program shall comply with the requirements as indicated on the returnable schedule T2.2.2. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Employer's Representative*.

The preferred software package is Microsoft Projects.

#### 2.6.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Employer's Representative*,

- a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;
  - (i) The first programme activity bar, and
  - (ii) The revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)
- b) Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.

#### 2.6.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Employer's Representative*, however any identified deviations shall be automatically reported to the *Employer's Representative*.

#### 2.6.5 Monthly Status Report

The Contractor shall provide a written status report by the 20<sup>th</sup> of each month or such other reporting period as may be required by the *Employer's Representative* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Employer's Representative* and the *Contractor*.

Upon completion approved engineering structural certificate shall be handed over for design.

## **2.7 Contractor's Management, Supervision and Key People**

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Employer's Representative* without the prior written approval of the *Employer's Representative*, which approval will not unreasonably be withheld by the *Employer's Representative*

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Employer's Representative*.

The *Contractor* and his sub-contractors, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-contractors, which is subject to approval.

## **2.8 Insurance Provided by the Employer**

Procedures for making insurance claims can be obtained from the *Employer's Representative*.

## **2.9 Contract Change Management**

The standard reporting forms that shall be used will be provided to the *Contractor*.

No additional requirements apply to ECSC3 Clause 60 series.

## **3. Engineering and the *Contractor's* Design**

### **3.1 Employer's Design**

The *Employer's* design for the works is:

- Works Information

### **3.2 Parts of the Works which the *Contractor* is to Design**

The *Contractor* is to design the following parts of the works:

- All temporary works
- All other items required for the works

### **3.3 Procedure for Submission and Acceptance of *Contractor's* Design**

The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Employer's Representative* for review and acceptance.

The *Contractor* shall submit to the *Employer's Representative* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Employer's Representative* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Employer's Representative* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Employer's Representative*. All such materials then require the approval of the *Employer's Representative*. The costs of the tests shall be borne by the *Contractor*.

The *Employer's Representative's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.



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

None

## **4. Procurement**

All material must be supplied by the Contractor

### **4.1 The *Contractor's* Invoices**

When the *Employer's Representative* certifies payment (see ECSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number KBY/54157

The invoice contains supporting detail.

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

Invoices submitted by post are addressed to:

Transnet Freight Rail  
P.O. Box 10450  
Beaconsfield  
8315

For the attention of Alan Lotriet, Transnet Freight Rail

Invoices submitted by hand are presented to:

Transnet Freight Rail  
Real Estate Management Building  
Austen Street  
Beaconsfield  
Kimberley

For the attention of Alan Lotriet, Transnet Freight Rail

The invoice and statement are presented as originals. The originals must be in receipt by the *Employer's Representative* on or before the last working day of the month.

## 4.2 People

### 4.2.1 BBEE and preferencing scheme

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

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 4.3 Subcontracting

### 4.3.1 Preferred Subcontractors

The Contractor shall not appoint or bring subcontractors onto site without the prior approval of the *Employer's Representative*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The Contractor shall not deviate from the accepted subcontractor's list without prior approval of the *Employer's Representative*.

### 4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subcontractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Employer's Representative*.

#### **4.4 Plant and Materials**

All plant used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements. No transporting of people in the load box of any LDV's without the correct seating and seatbelts or a Kombi may be utilized providing that it has RWC.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Work in areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Employer's Representative* on each occasion where replacement is required.

The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.

#### **4.5 Marking Plant and Materials outside the Working Areas**

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the Contractors Logo.

### **5. Construction**

#### **5.1 Temporary works, Site Services & Construction Constraints**

##### **5.1.1 Employer's Site entry and security control, permits, and Site regulations**

The work is to be carried out at the Workshop Barkly West.

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere without written approval from the *Employer's Representative*.

The *Contractor* shall organise the work to cause the least possible inconvenience to any operations at the Workshop.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Employer's Representative*, be allowed for within the Contractor's access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
- Telephone number
- Fax number

- E-mail address

#### 5.1.2 Restrictions to Access on Site, hours of work, conduct and records

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Employer's Representative* prior to commencement of the proposed working hours.

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

#### 5.1.3 Health and safety facilities on Site

The provision of security for the Contractor's site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

#### 5.1.4 Title to Materials from Demolition and Excavation

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost.

#### 5.1.5 Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the Employer's Representative.

#### 5.1.6 Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Employer's Representative*.

#### 5.1.7 Contractor's Equipment

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Employer's Representative* at all reasonable times.

All equipment or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the Works safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the Contractor.

#### 5.1.8 Equipment Provided by the Employer

No equipment will be provided by the *Employer*.

#### 5.1.9 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the works. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

#### 5.1.10 Facilities Provided by the *Employer*

A Suitable construction site will be made available free of charge to the Contractor for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the Employer's Representative or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Employer's Representative* for his approval before the Contractor starts erecting his camp

#### 5.1.11 Facilities Provided by the Contractor

The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Employer's Representative*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Employer's Representative*. No persons may stand or walk within 5m of the centre of the track.

No liability will be accepted by Transnet for the safekeeping of the Contractor's materials. The *Contractor* will not be required to provide any facilities for the use of the *Employer's Representative*.

An effective safety procedure to be followed by all personnel on any work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

#### 5.1.12 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Employer's Representative* will inspect the immediate surroundings and record any damage before work is started.

The *Contractor* shall ensure that no damage occurs to adjoining property. He shall take all necessary precautions as the work progresses not to damage any structure, equipment, persons or other items on any adjoining property

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

The *Contractor* is required to liaise with the *Employer's Representative* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.

All existing services shall at all times be protected and/or barricaded where these maybe affected by the Works or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day works rates were instructed by the *Employer's Representative* in writing.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

#### 5.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hour notice to the *Employer's Representative* before covering any work.

#### 5.1.15 Restoring of Site

The site must be cleaned and cleared of all facilities and released material within 72 hours after completion of all the work that will form part of the final handing over.

## 5.2 Completion, Testing, Commission and Corrections of Defects

### 5.2.1 The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the Works. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the Works and Others from doing their work.

### 5.2.2 Access Given by the Employer for Correction of Defects

The *Employers Representative* arranges for the *Employer* to allow the *Contractor* access to and use of part of the works which he has taken over if they are needed for correcting a Defect. In this case the defect correction period begins when the necessary access and use have been provided.

## **6. Plant and Materials Standards and Workmanship**

### **6.1 Scope of Work**

General renovations and painting to Workshop Barkly West (Asset 02AF014K).

**PLEASE SEE ATTACHED ANNEXURE B FOR THE WORK DESCRIPTION FOR YOUR ATTENTION.**

### **6.2 Site Visit**

The *Contractor* must acquaint themselves with local Site conditions such as access area available on Site, type of ground, space available for on-Site fabrication, storage, transport, loading and unloading facilities, scaffolding, tackles and tools needed, as no claims by the *Contractor*, which may arise from ignorance of the Site conditions, shall be considered.

### **6.3 Materials and Workmanship**

- 6.3.1 The contract *works* shall be executed in accordance with the specified standards and level of workmanship, to the satisfaction of the *Employers Representative*.
- 6.3.2 All materials and shall be of the quality specified and the *Contractor* shall, upon request of the *Employers Representative*, furnish him with proof to his satisfaction that the materials are of the specified quality. The *Employers Representative* is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to condemn unsatisfactory work.
- 6.3.3 Material for which an SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark

### **6.4 Protection of the Works**

The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for protection of the Works against such damage until handover to the *Employer*.

### **6.5 Weatherproofing**

All outdoor shall be weather-proof and corrosion resistant including minor items such as screws fixers, brackets, etc.

The IP rating for waterproofing must be approved by the *Employers Representative*.

## **6.6 Site Instruction Book**

- 6.6.1 The *Contractor* shall provide a site instruction book in triplicate at the site as directed by the *Employers Representative* for the duration of the contract.
- 6.6.2 This book shall be used to record any instructions to the *Contractor* and disputes regarding the quality of work on site. This book will be filled in by the *Employers Representative* and must be countersigned by the *Contractor*.
- 6.6.3 The Site Instruction book shall not be removed from the site without the permission of the *Employers Representative*.
- 6.6.4 The site instruction book shall be the property of Transnet and shall be handed over to the *Employers Representative* on the day of energizing or handing over.

## **6.7 Site Diary Book**

- 6.7.1 The *Contractor* shall provide a daily diary in triplicate at the site as directed by the *Employers Representative* for the duration of the contract.
- 6.7.2 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the *Contractor*, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed *Employers Representative*. Other delays caused by the 3<sup>rd</sup> party shall be reported to the *Employers Representative* immediately in writing.
- 6.7.3 The *Contractor* shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis.
- 6.7.4 The Site Diary Book shall not be removed from the site without the permission of the *Employers Representative*.
- 6.7.5 The site diary book shall be the property of Transnet and shall be handed over to the *Employers Representative* on the day of energizing or handing over.



**RFQ NUMBER:**

**ANNEXURE B**

**ASSET DESCRIPTION:** Workshop & offices

**ASSET LOCATION:** Barkly West

**CITY / TOWN:** Barkly West

**WORK DESCRIPTION:** general repairs and painting to workshop

**RFQ NUMBER:**

**ASSET NO:** 02AF014K

**ITEM CODE. SPECIFICATIONS PER ITEM.**

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**CEILINGS**

- 8 Work description: Break out ceiling boards, only leave brander for re-use.  
Break out ceiling boards, inspect brander and contact project manager if any section of brander needs replacing. Remove all clout nails or any other nails that were used to fix boards and where necessary fix loose brander. Line up brander in straight line to ensure level ceiling. Fix brander as necessary with skew nails and or binding wire. Fix new ceiling type boards as specified. The ceiling boards must always be fixed with the length of the board at right angles to the brander. Rhino board is fixed with the ivory side facing down. Board shall be in long lengths, symmetrically arranged. Ceiling boards shall be secure at 150mm centres with 38mm galvanized clout-headed nails or screws. The nails shall be driven into the board or screws shall be screwed in with the nail/screw heads a fraction in to the board, spot prime all nail heads with universal undercoat, leave to dry and fill over nail/screw heads with filler, sand filler level with ceiling board. Board shall be joint with H – profile steel jointing strips. Strips shall be painted 1 coat universal under coat after it had been fitted. Boards can also be fixed with chip board screws spaced same as specified for clout nails.
- 10 Work description: Replace Gypsum/Nutex board 6.4mm ceiling boards  
Fix new ceiling type boards as specified. The ceiling boards must always be fixed with the length of the board at right angles to the brander. Nutex board is fixed with smooth side facing down. Board shall be in long lengths, symmetrically arranged. Ceiling boards shall be secure at 150mm centres with 38mm galvanized clout-headed nails or screws. The nails shall be driven into the board or screws shall be screwed in with the nail/screw heads a fraction in to the board, spot prime all nail heads with universal undercoat, leave to dry and fill over nail/screw heads with filler, sand filler level with ceiling board. Board shall be joint with H – profile steel jointing strips. Strips shall be painted 1 coat universal under coat after it had been fitted. Boards can also be fixed with chip board screws spaced same as specified for clout nails.
- 26 Work description: Fit supawood skirting and quarter rounds as cornice  
Use 75 x 19mm Supawood skirting and 19mm Supawood quarter rounds in single lengths where practical. Skirting shall be trenched at back. Secure skirting with wood plugs and nails or with steel nails spaced at 500mm centres. The nail heads shall be counter sink and the holes filled with suitable wood filler and finished smooth. Joints at headings, internal corners and external corners shall be mitre. All joints shall be neat and tight fitted without the use of fillers. No sections shall be shorter than 500mm

**Respondent's signature:**

**Date and Company stamp**

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## ITEM CODE. SPECIFICATIONS PER ITEM.

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- 34 Work description: Install suspended ceiling  
Install Pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles. The boards shall be installed according to the manufacture's specification. Hold down clips must be used to hold the boards firmly in position. After installation the ceiling shall be level and all grid strips shall be straight. Use Donn Products ceiling grid & accessories or Mac steel interior systems grids and accessories. Use the LSM 25 cornice wall moulding from Donn and T37 main tee with T32 cross tee and or similar system from Mac steel Interior systems. Use 2.5mm pre stress galvanized wire, 4mm rod suspension system or 19mm wide galvanized strap as hangers. The installation shall be done according to the specification of the relevant manufacture. After installation the ceiling shall be level and all grid strips shall be straight. No damaged strips or boards shall be approved.
- 40 Work description: Paint new ceiling complete with 1 COAT PLASTER PRIMER.  
Plaster Primer Paint work to ceilings INCLUDE cover strips and cornices. New ceiling: apply primer to all nail heads and apply one coat plaster primer to whole ceiling area. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting, before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint
- 44 Work description: Paint ceiling complete, undercoat and egg shell enamel  
Paint work to ceilings include the cover strips, cornices stopping, sanding, dusting and priming of nail heads and screws. Ceilings previously painted with enamel paint: Apply one coat of universal undercoat (SABS 681) and one coat white GLOSS ENAMEL paint (SABS 515). All surfaces not being painted such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while

## WALLS INTERIOR

- 58 Work description: Prepare smooth plaster walls for painting.  
Wash wall thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of walls shall include opening all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the wall had been prepare for painting, while painting is in progress or while paint is still
- 67 Work description: Paint smooth plaster walls with universal undercoat and gloss enamel.  
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in

## WINDOWS INTERIOR

- 129 Work description: Fix loose window handle  
Fix brass or chrome plated window handle with right type and of matching metal finish screw. Apply lock tight to screw.

Respondent's signature:

Date and Company stamp

## ITEM CODE. SPECIFICATIONS PER ITEM.

Page 3 of 8

- 132 Work description: Fit or Replace window Latch  
Replace or fit new Brass or chrome plated window handle to match existing handles and fix with right type and of matching metal finish screw. Apply lock tight to screw.
- 135 Work description: Fix loose peg stay  
Fix brass or chrome plated window handle with right type and of matching metal finish screw. Apply lock tight to screw.
- 137 Work description: Replace/repair back putty at window paint
- 162 Work description: Install/replace vertical blinds (1)  
\*\*\* MESUREMENT\*\*\* For recess fix blinds the clearance between bottom of blinds and window sill shall be 10 mm. For face fix blinds the blinds shall cover the window with plus 150 mm on each side of window where possible, the top of the blind shall be 100 mm above the lintel and the bottom of the blinds shall be 150 mm below the windowsill. Rails to be fit with quick snap-out clamps spaced not more than 900mm apart.

IMPORTANT - THE TOP POCKETS HOUSING THE LOUVRE SLATS/HANGERS AND THE BOTTOM POCKETS HOUSING THE MOULDED PVC BOTTOM WEIGHTS SHALL BE SEWN AND SHALL NOT GLUED OR HEAT SEALED

Track of extruded aluminium construction measuring 44,5mm wide by 25mm natural anodized finish (25 micron) as standard or an option of white powder coated finish. Fixing for TOP FIX (ceiling or recess fix) use extruded aluminium "QUICK CLIP FIX" brackets secured to the top of the recess with 5mm dia x at least 40mm long "Hilti" prefix anchors, track to clipped into the brackets. For FACE FIX extruded aluminium "QUICK CLIP FIX" brackets are used which are firstly anchored to the wall by means of 5mm dia x at least 40mm long "Hilti" prefix anchors and the track then clipped into the integral bracket. The brackets must be anodized or powder coated to match the specific track. Mechanism The runners shall be of high quality construction incorporating a safety/slipping clutch to ensure the correct alignment of the blades. The runners to be 10mm wide and operate on wheels and are linked together with nylon links which ensure a minimum of 13mm overlap on each blade/vane. Control cord to be white, plastic tension type and the blades rotated cord bead chain cord. The hanger on the runner to be moulded from clear polycarbonate and to be the "peg" design. The vertical position of the blades is maintained by moulded PVC bottom weights (weighing 50 grams for 127mm blades and 38 gram for 90mm) in a pocket at the bottom of the vane/blade which are interconnected by means of twin, snap-on, white, plastic link chain. , Glass fibre and Acrylic composition; all of which are vinyl coated and anti-static treated.

- 163 Work description: Install/replace vertical blinds (2)  
See install/replace Vertical blinds (1) for specifications

WINDOWS INT AND EXT

Respondent's signature:

Date and Company stamp

**RFQ NUMBER:**

**ASSET NO: 02AF014K**

**ITEM CODE. SPECIFICATIONS PER ITEM.**

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- 186 Work description: Replace cracked/broken window panes (clear).  
Remove broken windowpane and clean frame from all rust and dirt. Paint frame with anti rust metal primer. Fixing of glass shall comply with part N of section 3 of SABS 0400. The glass for glazing shall comply with (cks 55). The thickness of panes related to its area shall be in accordance with (SABS 0137). Glazing putty shall comply with (SABS 680). Back putty shall not exceed 3mm. Glazing shall be executed in accordance with (SABS 0137). Front putty must be straight and in line with the top of the frame profile. Glass panes shall have adequate clearance between the edges of glass and the rebates as no glass to metal/wood contact at any point will be permitted.
- 206 Work description: Paint window frame complete.  
Clean window frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-base Dulux Pearl glo. After painting, window-opening sections shall open and close easily. All Window handles, peg stays and sliding stays shall be remove to paint window The Window handles, peg stays and sliding stays shall be removed cleaned and re-fitted. Contractor shall be responsible for

**DOORS/SECURITY GATES**

- 243 Work description: Fit / replace rubber type door stop.  
Fit rubber type door stop to prevent door handle from hitting the wall / wall tiles. Fit/ Replace damaged or missing door stops with new 38mm diameter rubber door stops, each properly fixed to floor with a steel screw, screwed to plug in floor. Fix door stop to floor with 8mm fisher plug and screw not shorter than 40mm.
- 262 Work description: Replace 4 lever mortise lock with handles  
Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys.

**DOORFRAMES**

- 329 Work description: Paint frame complete 2 coats.  
Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply one coat universal and two coat finishing paint as per work list. Previously painted steel doorframes: Clean door frame from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats finishing paint as per work list. New wooden door frames to be painted/varnished: Sand smooth, wipe sanding dust off with damp cloth, allow to dry and apply one coat wood primer, one coat universal undercoat and two finishing coats as per work list. As allow paint to dry between coats.

**FLOORS**

- 353 Work description: Remove vinyl floor tiles and clean floor  
Remove tiles completely and remove all debris from site.

**Respondent's signature:**

**Date and Company stamp**

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- 373 Work description: Chip 80% and provide key coat on floor for ceramic tiles.  
Chip floor to 80%. Before tiling, clean floor, apply Tylon (Tylon key it mixed with Tylon plaskey) or Tal primer and keying agent for use on smooth surfaces. Mix and apply primer and keying agent as per the manufacture specifications on container on how to mix and apply the key coat)
- 374 Work description: Lay first grade ceramic tiles on floor.  
\*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. \*\*\*USE ONLY TYLON WB11, TAL PROFESIONAL ADHESIVE OR TYPE APROVED BY PROJECT MANAGER. \*\*\*NEVER USE SPOT OR BLOB METHODS.\*\*\*NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SABS 1449). Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon WB11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles is specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sound hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.
- 396 Work description: Remove grano skirting.  
Hack off granolithic skirting, clean wall and remove all debris from site.
- 397 Work description: Remove wooden skirting.  
Completely remove existing skirting.
- 406 Work description: Fit ceramic tile skirting with tile edge strip  
Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer.  
Cut ceramic tiles 100mm wide and fix to wall as skirting. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable.

ROOF

Respondent's signature:

Date and Company stamp

## ITEM CODE. SPECIFICATIONS PER ITEM.

Page 6 of 8

- 593 Work description: Replace loose screws with coach type roof screws FOR CORR IRON SHEETS.  
Replace all loose screws with 75mm coach screws for corr iron. The coach screws shall be screwed into the wood purlin, using either a hand-operated speed wrench or an electrical nut runner. The screws must be screwed into the purline at an angle of 90 degree to the profile of the roofing sheet. THE SCREW MUST NOT BE HAMMERED INTO THE PURLINE. Use bond it roof washer with coach screws.  
CARE MUST BE TAKEN NOT TO DAMAGE ROOF SHEETS. DO NOT OVER TIGHTEN NEW ROOF SCREWS.  
N.B. Any damage to roof covering shall be repaired or replaced by the contractor at his own expense.
- 652 Work description: Clean roof, peeling paint.  
Remove all loose paint from roof to galvanized coating. Galvanized coating must not be removed or damaged. Rinse thoroughly with fresh water. Use new, clean broom, sweep roof covering and allow roof to dry before applying the spot primer to rusted areas.  
N.B. Any damage to roofing covering, shall be repaired or replaced by the contractor at
- 656 Work description: Paint roof sheets underside of roof overhang and or veranda  
The Project manager must first approved roof after cleaning before the first coat is apply and must first approved the first coat before the second coat can be applied. The roof paint shall be applied by paint shall be applied by.  
Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be apply according to the manufacturer specifications and over coat times.
- 657 Work description: Paint roof CORRUGATED  
The Project manager must first approve roof after cleaning, before the first coat is applied and must first approve the first coat before the second coat can be applied. Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be applied according to the manufacturer's specifications and over coat times.  
EVEN IF THE PROJECT MANAGER DID APPROVE THE ROOF TO BE PAINTED AFTER THE ROOF HAD BEEN CLEANED, THE CONTRACTOR WILL STILL BE RESPONSIBLE IF THE PAINT PEEL DURING THE RETENTION OR GUARANTEE PERIOD, AS THE CONTRACTOR SHALL PREPARE WORK AND APPLY THE PAINT ACCORDING TO THE MANUFACTURE'S SPECIFICATIONS.
- 666 Work description: Paint expose roof timber purlin.  
Item include, remove all loose, chalky, flaking, peeling paint from wood purlines, sand and cleaning by washing off all dirt and sanding dust, leave to dry before applying paint. Apply 2 coats white Dulux roof guard paint
- 667 Work description: Paint expose roof timber sprockets.  
Item include, remove all loose, chalky, flaking, peeling paint from wood sprocket, sand and cleaning by washing off all dirt and sanding dust, leave to dry before applying paint. Apply 2 coats white Dulux roof guard paint

Respondent's signature:

Date and Company stamp

**ITEM CODE. SPECIFICATIONS PER ITEM.**

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- 672 Work description: Under eaves paint ceiling boards  
Paint ceiling complete 2 coat Paintwork to ceilings Include the cover strips, cornices and shall include the preparation of surfaces, including washing, filling, stopping, sanding, dusting and priming of nail heads or screws with universal undercoat. Apply two coats of acrylic PVA. All surfaces not being painted such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

**FACIA/BARGE BOARDS**

- 682 Work description: Fit / Replace fascia board.  
Provide 230 x 12mm nutec fibre cement fascia board. Fix nutec fascia boards to existing wood fascia boards using 2 no 8 \* 38mm countersunk wood screws at 900mm intervals and 75mm from both sides of joints, one 30 mm from top edge and 30mm from bottom edge. Use right type of jointer at joints. The edge of fascia boards shall be cut vertically. Full length boards shall be used if necessary to joint in section of fascia board, these section shall not be shorter than 500mm. Fascia boards shall be fit in
- 685 Work description: Paint Barge board steel / Cement fibre two coats  
**NEW CEMENT FIBRE BARGE BOARDS NEW**  
Clean, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.

**GUTTERS/DOWNSPIPES**

- 688 Work description: Fit/provide gutter straps  
Provide 1,6mm thick galvanized hoop iron straps, 32mm wide, to every second gutter bracket, holed and bent to suit size of gutter, fixed to inside of gutter bracket with gutter bolts and to bottom purlin of roof with roofing screws and washers.
- 691 Work description: Remove gutter and down pipe complete, including brackets,  
Remove gutters brackets with care as not to damage wood sprockets
- 693 Work description: Replace gutters complete, type specified on work list.  
Galvanized sheet iron gutters shall have beaded edges and shall be in lengths of not less than 5 metres, except the last portion to make up the length. The part used to make up the length shall not be less than 500mm. All the joints shall be sealed with a paint able water proof sealant and 4mm diameter x 6mm long pop rivets. **SILICONE SEALER MUST NOT BE USED !!!** The sealant shall be applied between the gutters. The joint shall have 3 pop rivets on sides and 3 at the bottom of the gutter. The down pipe outlets may be soldered or pop riveted to the gutter and sealed with an acrylic sealer. The size of the outlet shall allow the down pipe to press right up to the bottom of the gutter. All the joints shall be waterproofed and the gutters shall be in a straight line. Gutters shall be laid to proper falls and be provided with angles, stop ends and outlet nozzles as required. Gutters shall be fixed on galvanized mild steel brackets of sizes specified, bent to shape of gutters with front end taken up to underside of beaded edge of gutter. Each shall be screwed to roof timbers with 2 screws. Gutters shall be bolted to brackets at front with 6 mm diameter galvanized gutter bolts, one to each bracket, positioned close to underside of beaded edge of gutter. Brackets shall be spaced, but distance between brackets shall not exceeding 1m.
- 699 Work description: Paint gutters outside complete  
Previously painted gutters: Remove all defective paint, sand gutter complete and clean surface from all dust and dirt. Apply one coat universal undercoat and one coat of gloss enamel.

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Date and Company stamp

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**ITEM CODE. SPECIFICATIONS PER ITEM.**

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- 700 Work description: Fix down pipe to wall.
- 703 Work description: Fit/replace down pipe, complete.  
Down pipes shall be fitted with all necessary offsets shoes and holder bats. Down pipes shall be fixed vertical level.
- 707 Work description: Paint down pipe complete  
Previously painted down pipes: Remove all defective paint, sand down pipe completely and clean from dust and dirt. Apply one coat universal undercoat and one

**WINDOWS EXTERIOR**

- 770 Work description: Replace front putty.  
Replace all loose and cracked putty, clean frames and apply one coat steel primer to steel window frame. Apply new front putty to neat and straight finish.
- 783 Work description: Paint window exterior only. Area with window close only  
Sand frame area to be painted and wipe clean with damp cloth. Spot prime bare metal areas with metal primer and apply one coat universal undercoat and one coat Dulux Pearl glo to frame. Cutting in against wall and glass area shall be straight and

**PAINT PIPES/STEEL/STRUCTURE**

- 830 Work description: Paint pipes against wall 15 to 120mm DIA.  
Remove all loose and defective paint, sand and wipe off all sanding dust with damp cloth. Apply 1 coat universal undercoat and 2 coats Dulux pear glo paint

**DOOR GARAGE/STEEL**

- 848 Work description: Steel combination door and frame paint 2 coats  
Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water.  
Remove defective paint. Sand complete door and wipe off all sanding dust with a damp cloth, allow to dry. Spot prime bare metal areas with steel anti rust primer.  
Apply one coat universal undercoat and one coat gloss enamel paint.

**P AND G**

- 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

**HEALTH AND SAFETY**

- 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

**Respondent's signature:**

**Date and Company stamp**



SS.

1.19 x 1.40

S

9.48

SS.

D4FH

120 x 1.46

WORKSHOP BARKLY WEST 02AF014K

D4FH

3.70

14.50 m<sup>2</sup>

41.15 m<sup>2</sup> w

7.60

12.05 m<sup>2</sup>

12.23 m<sup>2</sup> w

CEILING HIGHT

2.70

8.50

D4FH

3.70

14.50 m<sup>2</sup>

41.15 m<sup>2</sup> w

3.92

SS

SS

13.10

D4FH

## Geo-Spatial Images

Asset: 02AF014K  
 Asset Group: 12  
 Description: WORKSHOP - BICYCLE

## Asset Images



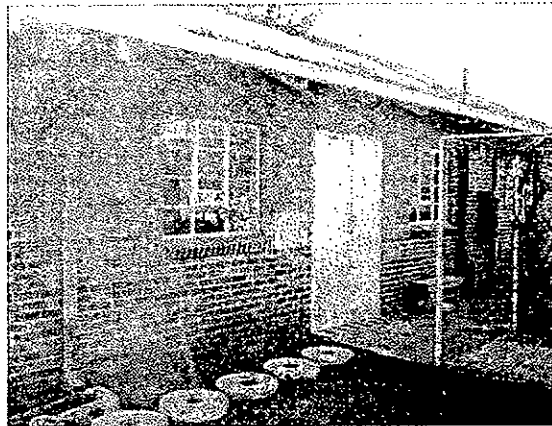
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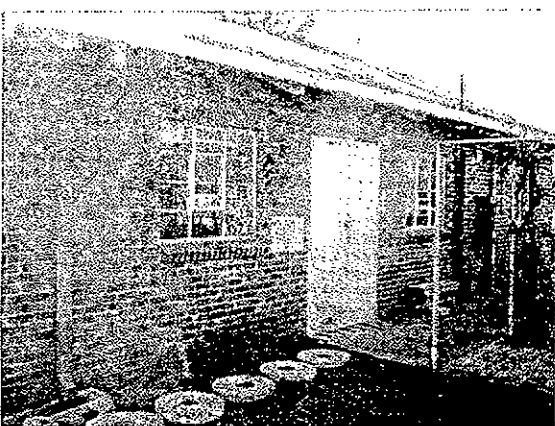
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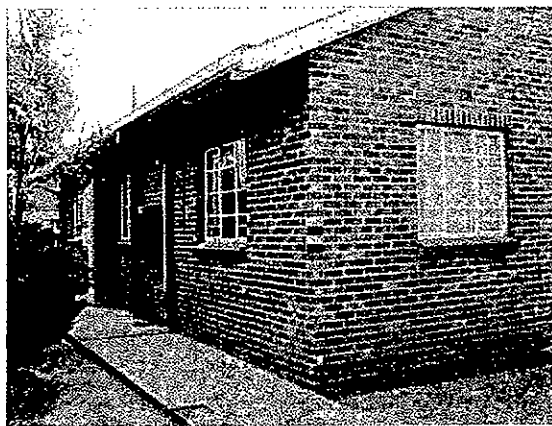
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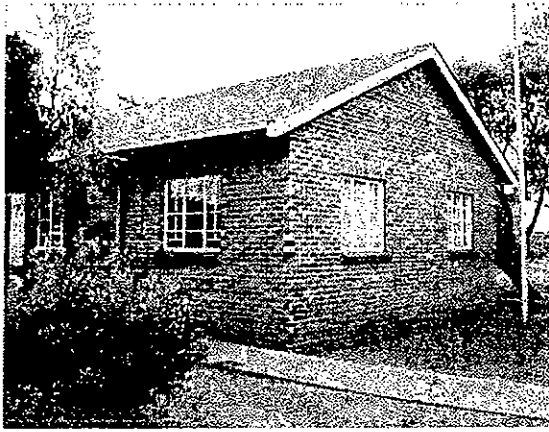
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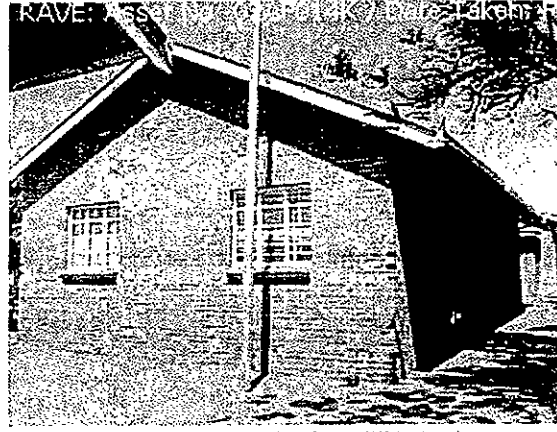
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 Date: 14-Jul-2008 File No: 20007122 (5/8)



Asset: 02AF014K - View from : Right Front  
 Date: 12-Jan-2007 File No: 54100016 (6/8)



Asset: 02AF014K - View from : Wide Angle  
Date: 02-Dec-2002 File No: 54006219 (7/8)



Asset: 02AF014K - View from : Wide Angle  
Date: 08-Dec-2000 File No: 54003753 (8/8)

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# INTERIOR WORK LIST ROOM 1 TO 5

ASSET NO 02AF014K

Workshop & offices

Barkly West

TENDER NO:

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	TOTAL
<b>CEILING</b>								
8	Break out ceiling board complete. Leave brander for re-use, remove all clout nails from brander and remove all rubble from site. Line up brander as necessary, fit new Gypsum ceiling boards complete. Item include H joint strips but exclude cornice	M^2	73	0	0	0	0	73
10	Install Gypsum/Nutec board ceiling boards to existing brander but fit new H profile strips or coverstrips as specified, but item exclude cornice. See attached specifications per item.	M^2	73	0	0	0	0	73
26	Fit merantie wood skirting and quarter rounds as cornice, fit supa wood skirting to wall and quarter rounds against skirting and ceiling panel. No section of skirting or quarter rounds shall be shorter than 450mm.	M	36	0	0	0	0	36
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	0	15	15	0	0	30
40	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	M^2	73	0	0	0	0	73
44	Paint ceilings 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per specification.	M^2	73	0	0	0	0	73
<b>WALLS INTERIOR</b>								
58	Prepare walls for painting, wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object, fill cracks and all holes, sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust	M^2	93	42	42	0	0	177

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	TOTAL
<b>WALLS INTERIOR</b>								
67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	M^2	93	42	42	0	0	177
<b>WINDOWS INTERIOR</b>								
129	Fix loose window handle apply lock tight to screw. apply lock tight or similar product to screws	EA	0	1	1	0	0	2
132	Replace window latch for centre , top or bottom hinge type industrial window frame	EA	2	0	0	0	0	2
135	Fix loose peg stay with right type screw. apply lock tight or similar product to screws	EA	0	0	1	0	0	1
137	Remove as necessary back putty and replace with new back putty to neat and straight finish	M	1	1	1	0	0	3
162	Install / replace vertical blinds 125mm slats complete with new rail ** with approved type blinds. size -1390 mm wide x 1500 mm drop. colour plain fawn. measured for **face** fit. Rail anodized aluminium. Read attached spec !!	EA	5	0	0	0	0	5
163	Install / replace vertical blinds 125**slats complete with new rail ** with approved type blinds. size -1400 mm wide x 1560 mm drop. colour plain fawn. measured for **face** fit. Rail anodized aluminium. Read attached spec !!	EA	0	2	2	0	0	4
<b>WINDOWS INT AND EXT</b>								
186	Replace cracked or broken window panes clear, size 350mm x 450mm x 3mm. clean frame apply 1 coat anti rust paint. see attached detail specification. place sheet on floor or garden to catch all broken pieces of glass	EA	0	2	2	0	0	4

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	TOTAL
<b>WINDOWS INT AND EXT</b>								
206	Paint residential small 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^2	10	4	4	0	0	18
<b>DOORS/SECURITY GATES</b>								
243	Fit or replace standard round rubber type door stop	EA	0	1	1	0	0	2
262	Replace mortice lock with sabs approved 4 lever mortice lock with 3 keys. if more than 1 lock to be replaced keys shall not be interchangeable. sabs mark shall be on lock.	EA	0	1	1	0	0	2
<b>DOORFRAMES</b>								
329	Paint door frame 1 coat undercoat and 2 coats Dulux pearl glo White. single steel frame. 115mm=1.150m2. single 230mm=1.750m2. double 1511mm x 115mm=1.29 m2. double 1511mm x 230mm=1.96 m2. Do preparation as per specification	M^2	4	2	2	0	0	8
<b>FLOORS</b>								
353	Remove vinyl floor tiles complete and clean floor from all adhesive	M^2	0	15	15	0	0	30
373	Chip 80 % of concrete floor area. supply and apply Tylon or tal key coat to floor for ceramic tiles (please read the manufacture specifications on container on how to mix and apply the key coat)	M^2	73	15	15	0	0	103
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	73	15	15	0	0	103
396	Remove grano skirting, completely. from wall and floor and clean wall and floor.	M	35	0	0	0	0	35

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	TOTAL
<b>FLOORS</b>								
397	Remove wooden skirting and quarter rounds, completely	M	0	16	16	0	0	32
406	Lay ceramic tile skirting 100mm wide with plastic tile edge strip on top edge of tiles. Skirting tiles cut to 100mm wide. Skirting tiles to match ceramic floor tiles. Item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide	M	35	16	16	0	0	67
<b>P AND G</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	0	0	0	1
<b>HEALTH AND SAFETY</b>								
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	JOB	1	0	0	0	0	1

TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: KBY/54160  
DESCRIPTION OF THE WORK: GENERAL RENOVATIONS AND PAINTING TO WORKSHOP BARKLY WEST (ASSET 02AF014K)

## Technical Compliance Sheet

### TECHNICAL COMPLIANCE SHEET – C3.1 WORKS INFORMATION

The compliance response is to contain ONLY the following statements, "Comply", or "Do not comply".

Where "do not comply" is inserted, remarks as to the reason for the deviation from the requirement is required

Main Specification:				
Item	Works Information Clause No.	Description	Compliance Response	Reason for deviation
1	1.1 – 1.2	Description of Works		
2	2.1 – 2.9	Management and Start Up		
3	3.1 – 3.4	Engineering and the Contractors Design		
4	4.1 – 4.4	Procurement		
5	5.1 – 5.2	Construction		



TRANSNET FREIGHT RAIL  
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6	6.1 – 6.41	Plant and Materials Standards and Workmanship		
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**Respondent's Signature**

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**Date & Company Stamp**

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## **PART 4: SITE INFORMATION**

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

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

The site (Workshop) is located at the Infra Depot next to the old station, Barkly West.

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

#### **1.3. Subsoil information**

None available and will not be applicable.

#### **1.4. Hidden services**

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

Not applicable.