

## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### Transnet SOC Ltd

Registration Number 1990/00509/30  
(hereinafter referred to as the "Employer")

and

**PENDING**

<b>Description of the Works</b>	Cosmetic restoration work on a Steam Engine Ransomes 36062 and Water Pump at Transnet Transport Museum - George
<b>Contract Number</b>	PTH53967
<b>Start Date</b>	01 September 2016
<b>Completion Date</b>	31 October 2016

**PREVIEW COPY**

**CONTRACT DOCUMENTS**

**Part C1 Agreements & Contract Data**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data provided by the Employer**

**C1.2 Contract Data provided by the Contractor**

**Part C2 Pricing Data**

**C2.1 Pricing instructions**

**C2.2 Price List**

**Part C3 Scope of Work**

**C3.1 Works Information**

**Part C4 Site Information**

**PREVIEW**

## T1.1 Tender Notice and Invitation to Tender

### 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**].

Transnet SOC Ltd invites tenders **COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE**

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

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

Preferences are offered to tenderers who provide a valid B-BBEE Verification Certificate which is SANAS Accredited. As detailed in more detail in the attached B-BBEE Claim Form

<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p style="text-align: center;"><b>Secretary of the Acquisition Council, Admin Support Office</b></p> <p>Ground Floor                  FC Sturrock Building                  Fleming Street                  Port Elizabeth                  6001</p> <p>Between 08:30 and 15:30 from 18 July 2016 until 28 July 2016                  Queries relating to the issue of these documents may be addressed to                  Me. Ronelle Blom / Ms Phumla Maldaka / Anele Gwanyana                  Tel: 041 507 2721 / 2720 / 2173                  E-mail: <a href="mailto:Ronelle.blom@transnet.net">Ronelle.blom@transnet.net</a> or <a href="mailto:Phumla.maldaka@transnet.net">Phumla.maldaka@transnet.net</a>                  or <a href="mailto:Anele.gwanyana@transnet.net">Anele.gwanyana@transnet.net</a></p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between 08:30 and 15:30 from 18 July 2016 until 28 July 2016                  Queries relating to the issue of these documents may be addressed to                  Me. Ronelle Blom / Ms Phumla Maldaka / Anele Gwanyana                  Tel: 041 507 2721 / 2720 / 2173                  E-mail: <a href="mailto:Ronelle.blom@transnet.net">Ronelle.blom@transnet.net</a> or <a href="mailto:Phumla.maldaka@transnet.net">Phumla.maldaka@transnet.net</a>                  or <a href="mailto:Anele.gwanyana@transnet.net">Anele.gwanyana@transnet.net</a></p>
<b>COMPULSORY BRIEFING SESSION</b>	<p>Refer to "formal briefing" Paragraph 2 for details.</p>
<b>CLOSING DATE</b>	<p><b>12:00 on Wednesday 10 August 2016</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>Sixty (60) Business Days (12 Weeks) from Closing Date</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 Tender briefing will be conducted at the **Transnet Transport Museum, George on the 29 July 2016, at 11:00 [11 O'clock]** for a period of ± 1 (One) hours. [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.

2.1 A Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-07** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. Tenderers are required to bring this **Returnable Schedule T2.2-07 (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.

2.4 Tenderers to provide own safety gear. (Safety Boots; Safety Vests)

## 3. TENDER SUBMISSION

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

**Secretariat of the Acquisition Council, Admin Support Office**

RFQ No: PTH53967CIDB

Description COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062  
AND WATER PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE

Closing date and time: Wednesday 10 August 2016 at 12:00

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 at The Entrance Foyer Ground Floor, FC Sturrock Building, Fleming Street, Port Elizabeth, 6001 and must be addressed as follows:

**Secretariat of the Acquisition Council, Admin Support Office**

**Transnet Freight Rail**

**Ground Floor**

**FC Sturrock Building**

**Fleming Street**

**Port Elizabeth**

**6001**

**4.2 Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Entrance Foyer Ground Floor, FC Sturrock Building, Fleming Street, Port Elizabeth, 6001 and a signature obtained from that Office:

**Secretariat of the Acquisition Council, Admin Support Office**  
**Transnet Freight Rail**  
**Ground Floor**  
**FC Sturrock Building**  
**Fleming Street**  
**Port Elizabeth**  
**6001**

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 for 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 Tenderer upon request.

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

**5 Communication**

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

**Name: Wesley van Heerden      Email: [Wesley.vanheerden@transnet.net](mailto:Wesley.vanheerden@transnet.net)**

Respondents may also, at any time after the closing date of the RFQ, communicate with the following Transnet employee on any matter relating to its RFQ response:

Me. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720 / 2173

E-mail: [Ronelle.blom@transnet.net](mailto:Ronelle.blom@transnet.net) or [Phumla.maldaka@transnet.net](mailto:Phumla.maldaka@transnet.net) or [Anele.gwananya@transnet.net](mailto:Anele.gwananya@transnet.net)

## 6 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 T2-2-06], [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.

## 7 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-CLIP 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.**

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



## 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.

<b>Clause</b>	<b>Data</b>
F.1.1	The Employer is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
F.1.2	The tender documents issued by the Employer comprise: <b>Part T : The Tender</b> <b>Part T1 : Tendering procedures</b> <b>Part T2 : Returnable documents</b> <b>Part C : The contract</b> <b>Part C1 : Agreements and contract data</b> <b>Part C1.2: Adjudicator's Contract Data</b> <b>Secondary Specifications</b> <b>Principal Controlled Insurance</b>
F.1.4	The Employer's agent is: <b>Transnet</b> Name: <b>Mr Kobus Volschenk</b> Address: <b>Transnet Transport Museum - George</b> Tel No. <b>(044) 801 8289</b>
F.1.6	The competitive negotiation procedure may be applied.



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

1. 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 1 GB or higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation in the 1 GB 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 1 GB 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.
2. Pre-Qualifying, Qualifying (Functionality) Criteria, Price and Preference

#### **Prequalification**

##### **Stage 1: Administrative Responsiveness:**

All Returnable Documents/Schedules provided: Mandatory and Essential

##### **Stage 2: Substantive Responsiveness:**

All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation:

**Mandatory Documentation: Completed and Signed Form of Offer and Completed Price List**

**Pre-Qualification Compliance:**

##### **Satisfactory proof of bidder for the task required**

- Any of the following trade certificates:
  - a trade test diploma from the Department of Labour issued at a test centre; or
  - a completed contract of apprenticeship; or
  - proof of qualification acceptable to the Department of Labour in the case of qualified artisans from a foreign country.
- Or any competency as need and recognized by the Department of Labour.

Only those bidders who submits the above documentation for Pre-Qualification will be eligible for further evaluation, failure to meet this requirement will result in the tender being disqualified and removed from further consideration

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

**Stage 3**

Quality criteria – Minimum Threshold of 60%	Maximum number of points
Approach paper which responds to the scope of works and outlines proposed methodology and work plan complete with time frames:	
<ul style="list-style-type: none"> <li>• Technical Approach (Method Statement including work plan with clear time frames (Schedule))</li> <li>• Comparable projects (References / Track Record)</li> </ul>	<b>60</b>
Health & Safety (Tender OH & S Management System Questionnaire)	<b>40</b>
<b>Maximum possible score for quality (W<sub>q</sub>)</b>	<b>100</b>

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

**The minimum number of evaluation points for quality is : 60**

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then tallied 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 stipulation, numbered 1 and 2 will be regarded as non-responsive and will therefore not be considered for further evaluation**

**Stage 4: Financial offer and Preference**

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

$$T_{EV} = N_{FO} + N_p$$

where:

N<sub>FO</sub> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N<sub>p</sub> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

Description of quality criteria and sub criteria	Max no of points		
Commercial	Competitive Pricing	100	80
BBBEE	Points scored	100	20
Total evaluation points			100

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

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

F.2.12 No alternative tender offers will be considered

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

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

Location of tender box                    Ground Floor  
Physical address:                            Transnet SOC Limited  
    Secretariat of the Acquisition Council, Admin Support  
    Office  
    Ground Floor  
    FC Sturrock Building  
    Fleming Street  
    Port Elizabeth  
    6001

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

- The Tender Description, The Tender Number
- Closing date and Time: 10 August 2016 at 12h00
- Closing Address: (Refer to abovementioned options)

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

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

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

F.2.16 The tender offer validity period is 12 weeks

F.2.20 If requested, submit for the *Employer's* acceptance before information 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.2.23 The tenderer is required to submit with his tender:

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS B-BBEE accreditation certificate,
3. Letter of Good Standing
4. All Returnable Documents listed in Section T2.1.

F.3.4 The time and location for opening of the tender offers are:  
Time 12:15 on Wednesday 10 August 2016  
Location: Ground Floor, FC Sturrock Building, Fleming Street, Port Elizabeth

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

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W<sub>1</sub> is: 90 where the financial value inclusive of VAT of one or more responsive tenders received have a value less than R 1,000,000

Up to 100 minus W<sub>1</sub> 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 preference.

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) 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

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

F.3.18 The additional conditions of tender are:

The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *Works* and of the rates and prices stated in the priced Price List in the *Works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

- a) Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for **all** the areas quoted in the Price List.
- b) Transnet Freight Rail may conclude one or more contracts as a result of this tender.
- c) The tenders shall be completed in black ink only.
- d) Tenderers are advised that it is compulsory to submit offers for all Tender Options as set out below: **Option 2 – Fixed Price Offer**  
Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae**.  
In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.  
This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

e) **Market Related Wage Rates**

When pricing this document, respondents are to allow for wages, which are not less than the lesser of:

- The statutory wage rates in any labour category in the project locality; and,
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender prices, etc.

The employer reserves the right to reject responses to the Tender that do not comply with this condition.

**f) Letter of Intent**

For contracts with an anticipated value for R500 000.00 and above, Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a performance bond as required will be provided when asked to do so.

**g) Change in the Scope of Work**

Tenderers are advised that whilst preliminary space planning drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tenderers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

**h) Interviews**

All Tenderers are advised that they may be required to attend interviews and / or submit further information, including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of all Tender submissions.

**i) Indicative Programme**

Tenderers are advised that should an indicative programme be included in the set of Tender documents it is not intended to be prescriptive. It should be used as a guide only.

**PREVIEW COPY**



## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Mandatory Returnable Documents**, as detailed below.

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

### 1. Returnable Schedules required for tender evaluation purposes

No.	Essential Returnable Documents
1	Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference. <span style="color: red; font-size: 2em; font-weight: bold; position: absolute; top: -20px; left: 50px;">DO NOT REMOVE</span>
2	Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting office or SARSAS accredited Verification Agency [EMES] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference
3	In the case of Joint Ventures a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement
4	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]
5	<b>Pre-Qualification Criteria:</b> <b>A trade test diploma from the Department of Labour issued at a test centre; or a completed contract of apprenticeship; or proof of qualification acceptable to the Department of Labour in the case of qualified artisans from a foreign country or any competency as need and recognized by the Department of Labour.</b>
6	Original letter of good standing issued by commissioner
7	<b>Tenderer's Experience – Comparable projects</b>
8	Certificate of Attendance of RFQ Briefing Session
9	<b>Tenderer SHE Management System Questionnaire (Evaluation Requirement)</b>
10	Acknowledgement Form
11	ANNEXURE A : B-BBEE Preference Points Claim Form
12	ANNEXURE B : RFQ Declaration Form
13	ANNEXURE C : Supplier Code of Conduct

Mandatory Returnable Documents	Submitted [Yes/No]
<ul style="list-style-type: none"> <li>Signed Form of Offer and Acceptance</li> </ul>	
<ul style="list-style-type: none"> <li>Completed Price List</li> </ul>	

**T2.2-01 - ACKNOWLEDGEMENT**

**By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.**

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent's contact person: [Please complete]**

Name	:	:
Designation	:	:
Telephone	:	:
Cell Phone	:	:
Facsimile	:	:
Email	:	:
Website	:	:

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056**



## T2.2-03 - ANNEXURE C

### SUPPLIER CODE OF CONDUCT

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

The Transnet Supply Chain Policy

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]:  
fairness, equity, transparency, competitiveness and cost effectiveness;

The Public Finance Management Act [PFMA];

The Preferential Procurement Policy Framework Act [PPPFA];

The Broad-Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

#### **Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices**

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

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a

Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.

Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

**Conflicts of interest**

A conflict of interest arises when a person's interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarded business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

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

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

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

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

**T2.2-04 - Schedule of the Tenderer's Experience**

The following is a statement of similar work successfully executed by myself/ourselves:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>
<b>PREVIEW COPY</b>			

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

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

Tenderer \_\_\_\_\_

**T2-2-06 - RFQ DECLARATION AND BREACH OF LAW FORM (Annexure B)**

NAME OF ENTITY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**BREACH OF LAW**

10. We further hereby certify that ~~I/we~~ **have/have not been** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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 entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PTH53967CIDB  
DESCRIPTION OF THE WORKS: COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER PUMP  
AT TRANSNET TRANSPORT MUSEUM - GEORGE

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

For and on behalf of _____	AS WITNESS:
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

PREVIEW COPY

## T2.2-07: 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:	TRANSNET TRANSPORT MUSEUM - GEORGE	
On (date)	29 JULY 2016	Starting time: 11:00

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	_____



## **T2.2-08 - ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

### **1. INTRODUCTION**

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

### **2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

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

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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a 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 [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total

Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their

original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-

BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

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

4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

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

4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be substantiated by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

### 5.2 Subcontracting:

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

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....:
- (iii) The B-BBEE status level of the subcontractor .....

(iv) Is the subcontractor an EME?

YES/NO

5.3 Declaration with regard to Company/Firm

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

(v) Describe Principal Business Activities

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PTH53967CIDB  
DESCRIPTION OF THE WORKS: COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER PUMP  
AT TRANSNET TRANSPORT MUSEUM - GEORGE

only the shareholders and directors who acted in a fraudulent manner, from obtaining  
business from Transnet for a period not exceeding 10 years, after the *audi alteram partem*  
[hear the other side] rule has been applied; and/or  
(e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

PREVIEW COPY



### TRANSNET SOC LTD / CONTRACTORS / SUB-CONTRACTORS

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

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

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet SOC Ltd for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed, and who has authority to ensure that the necessary precautionary measures are implemented
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Ltd on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the \* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Ltd.
- 10) The contractor shall furnish the \* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.



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

\*As applicable

# Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire		
<b>1. SHE Policy</b>	<b>Yes</b>	<b>No</b>
- <i>Is there a written company SHE policy?</i>		
- If yes provide a copy of the policy		
<b>2. SHE Management</b>		
- <i>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</i>		
- If yes provide details or copy of accreditation		
<b>3. SHE Organogram</b>		
- <i>Is there a company organogram indicating key SHE personnel?</i>		
- If yes provide a copy		
<b>4. Letter of good standing with COVID</b>		
- <i>Is company registered with the Compensation Commissioner under the COVID Act and up to date?</i>		

COPY FOR REVIEW

- If yes provide proof of letter of good standing		
<b>5. SHE Cost</b>		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
<b>6. Training Records</b>		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
<b>7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:</b>		
- Are SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details or copy of procedure		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Description on how health and safety training is conducted in your company: -If yes provide details		
- Health and safety inspections at worksites undertaken? -If yes provide details		
- Health and Safety Communication i.e Safety talks, incident recalls? - If yes provide details		
- Workplace SHE Committee? - If yes provide details		

DRAFT  
 PREVIEW

<ul style="list-style-type: none"> <li>- <b>Appointment of SHE Representatives?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>SHE Incident Reporting and Investigation?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Provision of Personal Protective Equipment (PPE)?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Emergency Planning?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Fall Protection?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Project Security?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Medical Surveillance?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Substance abuse policy/procedure/testing?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Selection, Procurement and management of Subcontractors?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Operational Safety?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b></li> <li>- If yes provide details</li> </ul>		
<b>8. Health and Safety Violations</b>		
<ul style="list-style-type: none"> <li>- <b>Has the company been fined or convicted of an occupational health and safety offence?</b></li> <li>- If yes provide details</li> </ul>		

PREVIEW COPY

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PTH53967CIDB  
DESCRIPTION OF THE WORKS: COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMIES 36062 AND  
WATER PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE

PREVIEW COPY

**Safety Performance Report**

**Monthly DIFR for previous months**

<b>Previous Year</b>	<b>No of Disabling Injuries</b>	<b>Total Number of employees</b>	<b>DIFR calculated over 12 months</b>
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 20 000 divided by number of manhours worked for the period

=====  
 Signed  
 (Tenderer)

**PREVIEW COPY**



# C1.1 Form of Offer & Acceptance

## Offer

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

**DESCRIPTION OF THE WORKS: COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE**

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section 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 (in words)	R

If Option E or F apply, for each offered total insert in brackets, "(Not Applicable - Cost reimbursable)"

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

*(insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any agenda 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

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

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

Clause	Statement	Data
<b>General</b>		
10.1	The Employer is	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Carlton Centre 150 Commissioner Street Johannesburg</b>
		Having elected its Contract Address for the purposes of this contract as
		<b>Transnet Freight Rail FC Sturrock Building Fleming Street Port Elizabeth 6001</b>
		Postal Address:
		<b>PO Box 3213 Hunewood Port Elizabeth 6013</b>
		<b>041 507 2714 011 774 9102</b>
11.2(11)	The works are	<b>COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE</b>
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 C4 of this contract.
11.2(12)	The site is	<b>Transnet Transport Museum - George</b>
30.1	The starting date is	<b>01 September 2016</b>
11.2(2)	The completion date is	<b>30 working days thereafter</b>

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



13.2 The period for reply is **2 weeks**

14.4 The Employer's representative is (name) **Mr Kobus Volschenk**  
Address **Transnet Transport Museum**  
**George**

Tel No. **044 801 8289**

The authority of the Employer's representative is **Project Manager**

40 The defects date is **26 weeks after Completion**

41.3 The defect correction period is **2 weeks**

50.1 The assessment day is on the **15<sup>th</sup> of each month.**

50.5 The delay damages are **R500.00 per day**

50.6 The retention is **10%**

51.1 The currency of this contract is the **South African Rand**

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received**

51.4 The interest rate on late payment is **The prime lending rate of the Standard Bank of South Africa**

80.1 The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of **R25 000.00 for any one event**

82.1 The Employer provides this insurance **Transnet Principal Control Insurance**

82.1 The minimum amount of cover for the third insurance stated in the Insurance Table is: **the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance)**

82.1 The minimum amount of cover for the fourth insurance stated in the Insurance Table is: **Not Applicable**

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?  
**No**

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

93.2(2) The Adjudicator nominating body is:  
If no Adjudicator nominating body is entered, it is: **The Association of Arbitrators (Southern Africa)**

93.4 The tribunal is: **Arbitration**



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

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:**

**[Only enter details here if additional conditions are required.]**

The *additional conditions of contract* are:

1. The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
2. The Contractor shall ensure that a safety representative is at site at all times.
3. The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
4. The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
    - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his

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





5. The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
6. In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
7. The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.
8. The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
9. Both books mentioned in 1.7 and 1.8 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
10. All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
11. The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> party suppliers/Manufacturers.
12. The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
13. The period within which payments are made is 30 days from date of invoice receipt





## 2.0 CONTRACTUAL REQUIREMENT

- 2.1 An addendum reflecting changes to the project specification and 'Price List' may be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Price List'. Items not reflected in the 'Price List', but covered in the project specification or agreed at site meetings, shall be added to the 'Price List' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified personnel shall perform the works as specified in the Works Information.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate compliance with the specifications. This shall take the form of a separate document indicating the individual statement of compliance or non-compliance.
- 2.6 Contractors shall provide a statement of non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.8 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 2.12 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 2.13 The guarantee period shall expire after a period of 12 months commencing on the date of completion and handing over of the contract to Transnet Freight Rail.
- 2.14 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the



- 2.15 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 2.16 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 2.17 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 2.18 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.
- 2.19 The Contractor shall guarantee the satisfactory operation of the complete works supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.

**PREVIEW**



**PART C1.4:  
ADJUDICATOR'S CONTRACT DATA**

**PREVIEW COPY**

## CONTRACT DATA

**Statements given in** • The *contract between the Parties* is **To be advised**.....

**all contracts** • The *period of retention* is ...**N/A**..... weeks.

• The *law of the contract* is the law of the **Republic of South Africa**

• The *language of this contract* is **English**.....

• The amount of the advanced payment is **N/A**.....

• The Adjudicator's *fee* is... **To be advised**.....per hour.

• The *interest rate* is **2%** per annum above the prime lending rate of the

**Standard Bank of South Africa Ltd.**

• The *currency of this contract* is **ZAR**.....

• The Adjudicator's appointment terminates on (**To be advised**).....

**Optional statements** **If the period for payment of invoices is not three weeks**

• The period for payment of invoices is **four**.....weeks.

**If additional conditions of contract are required**

• The *additional conditions of contract* are

**To be advised** .....

.....

.....

.....

**PREVIEW COPY**



## C2 Pricing Data

### C2.1 Pricing Instructions

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

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

If the *Contractor* is to be paid an amount for the item 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 of the adjacent the Price List is contained.

PREVIEW COPY

## C2.1 Pricing Instructions

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



## C2.2 Price List

Description	Quantity	Rate per Hour (Normal Working Hours) Excl of V.A.T.	Number of Hours	TOTAL
Qualified Artisan		R _____		R _____
General Labourer		R _____		R _____
<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total</b>	
Consumables – Provide list of consumables required.	Sum	1	R _____	Excl. of V.A.T.
Material Cost Mark-up		_____ %	(% handling charge)	
<b>Note: A copy or proof of purchase invoice must be attached to V.A.T. invoice for Contractor</b>				
<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total</b>	
Equipment rental – Provide list of equipment required.	Sum	1	R _____	Excl. of V.A.T.
Mark-up on equipment			_____ % (% handling charge) <b>Note: A copy or proof of purchase invoice must be attached to V.A.T. invoice from Contractor</b>	
<b>Sub Total</b>		R _____	<b>Excl. of V.A.T.</b>	
<b>Vat</b>		R _____		
<b>Total</b>		R _____		



## C3: Scope of Work

### C3.1 Works Information

1. Description of the works: The cosmetic restoration work on a Steam Engine Ransomes 36062 and Water Pump at Transnet Transport Museum - George

#### IMPORTANT NOTES:

- a) Note 1: All areas that require painting must be prepared according to paint manufacturer specifications.
- b) Note 2: The appointed service provider shall be responsible for the removal and disposal of all oil and waste material generated during restoration process.
- c) Note 3: Entire work area to be demarcated with safety netting and appropriate signage to be provided. Visitors will use the side entrance during this period)
- d) Note 4: The service provider shall be responsible for the removal of any material used and clean-up of site.
- e) Note 5: Please provide time frame of project and breakdown of costs in tender per item: - Labour / material / equipment hire.

### 2 CLEAN STEAM ENGINE AND WATER PUMP

2.1 Action	Cleaning method
a) Clear engine/pump of all debris.	I. Scrap off the heavy deposits of grime, oil and grease.
b) Clean engine /water pump to ensure that all areas to be painted are free from oil and grease.	II. Remove any vegetation growth. III. Apply a bio-gradable environment friendly grease/grime releasing agent as per manufacturer instructions.
c) Clear boiler of debris.	IV. Wash down with high pressure water cleaner.

**3 PREPARE STEAM ENGINE & WATER PUMP FOR PAINTING: Metal Corrosion**

- 3.1 The contractor must examine steam engine & water pump to identify where corrosion is evident and to what degree to determine what preparation and repair work is required.  
 (Must be reflected on quotation)

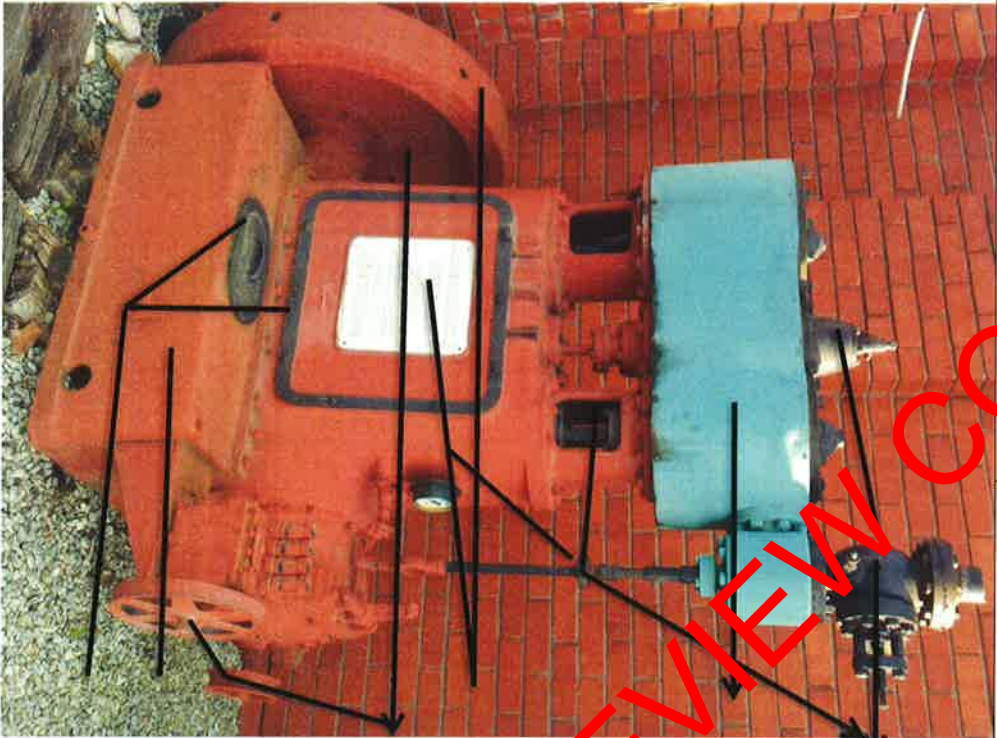
Components badly affected by corrosion	Repair method
a) Areas indicated below require special attention.  b) All other areas showing signs of corrosion to be treated and primed	i. Affected area to be cleared of corrosion and treated with primer and painted as per paint manufacturer specifications.



**4 COMPONENT REPAIR/MANUFACTURE**

Component	Method of repair and material to be used
4.1 Real wheel hub caps – As indicated	2 x hub caps to be made out of mild steel
4.2 Lid – As Indicated	Both sides – Repair and secure to body to seal off opening.
4.3 Pipe- As indicated	Remove corrosion – to be repainted in original colour
4.4 Aluminium strip around boiler	Repair and fasten boiler strap

5.1 Prior to painting the items all existing paintwork must be prepared as per paint manufactures specifications..

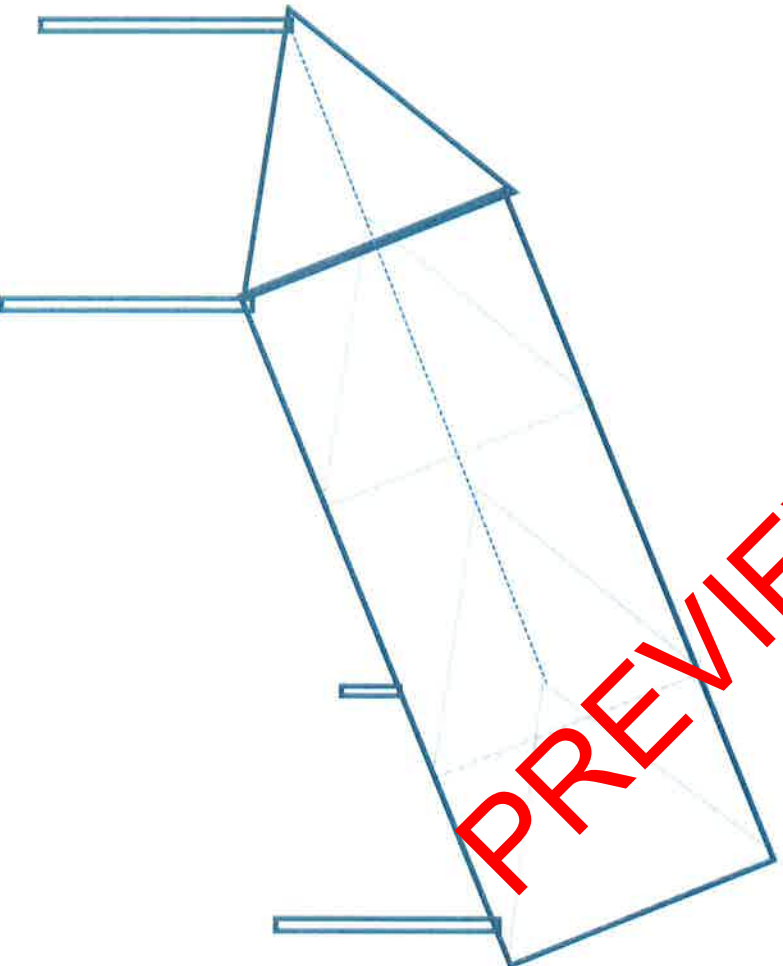
	Paintwork	Primer	Final coat	Application
i.	Repaint Steam boiler in same colours	As recommended in paint manufacturer specifications Paintchem – industrial etch primer Grey	Paintchem gloss - Industrial quick drying	Spray & Brush
ii.	Water pump	As recommended in paint manufacturers specifications Paintchem Industrial etch primer-Grey	Paintchem gloss - Industrial quick drying	Spray & Brush
iii.				



6 SCOPE OF WORK FOR PLINTH FOR STEAM BOILER AND WATER PUMP.

6.1	<p>a) Prepare area where plinth will be constructed.</p>	<p>i. Remove all gravel / sleepers from area and clean before construction work begins.                  ii. All gravel to be dumped at back of museum and used to fill pot holes in access road.                  iii. Sleepers to be moved to back of museum to storage facility.</p>
6.2	<p>a) Plinth for Steam boiler – Facing the main entrance - on the right hand side of entrance.                  b) Size : Width 3.2m / Length 5 m / Height .3m</p>	<p>i. R/h side: Plinth to be built in front of brick wall next to museum building.                  ii. Opening of approx. 2 meters required between plinth and exciting pillar                  iii. All gravel to be removed and dumped at back of museum as filler for potholes.</p>
6.3	<p>a) Plinth for Water Pump – Facing the main entrance – on the left hand side of entrance.                  b) Size: Width 2.1 m / length 3.2m / Height .3m</p>	<p>i. Plinth to start next to left hand side of pillar and against the Museum wall.</p>
6.4	<p>a) Double brick wall to be built and inside of plinth to be filled and compacted with material suitable to sustain the weight of display items.                  b) Approx: Weight of Steam Boiler 5 Ton                  c) To be subject to minimum Building standard requirements</p>	<p>i. Minimum Building requirement to be adhered to. Submitted building plans approved by a qualified person certifying the plinth can take weight of steam boiler / waterpump.</p>
6.5	<p>a) Top layer of plinth to be at a slight angle towards the front to keep water away from museum entrance/ building.</p>	<p>i. Ensure a smooth finish.</p>

6.6	a) Contractor to provide equipment to lift and move items in a safe and appropriate way.
6.7	<p>a) Canopies to be erected above both display items.</p> <p>b) Canopy should be high enough to allow photo opportunities.</p> <p>c) To be included in building plans, all work to be subject to minimum building requirements</p>
6.8	<p>a) Items to be placed on plinth.</p> <p>b) Advisable to move items and build the plinths required before restoration work on the items starts.</p>



PREVIEW COPY



7 **Incompetent Employees:**

- 7.1 Any person employed by the contractor on the work who is, in the opinion of the Project Manager incompetent, or who may act in such an improper manner, may be discharge from the work by the Project Manager and such a person shall not again be employed on the work without the permission of the Project Manager.
- 7.2 The contractor and his / hers employees may be tested for substance abuse at any given time

8 **Time To Complete The Work:**

- 8.1 Time to complete the work will be 3 weeks
- 8.2 Failing to complete the work as accepted, the contractor shall pay Transnet a Penalty sum of R500.00 (one thousand) per day or part thereof which the works remain Incomplete

9 **Guarantee:**

- 9.1 All workmanship and material shall be guaranteed for a period of 1 year, from the date of Completion of work

10 **The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-**

- 10.1 The Contractor shall not make use of any sub-Contracting to perform the works or parts thereof without prior permission from the Project Manager / Supervisor.
- 10.2 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 10.3 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration in good standing with the Compensation Commissioner in terms of the Act
- 10.4 The Occupational Health and Safety Act (Act 85 of 1993).
- 10.5 The Contractor shall comply with the current Transnet Specification E:4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or material, submit to the Project Manager / Supervisor.
- 10.6 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 10.7 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor,

order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

10.8 In addition to compliance with clause 2.5 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

10.9 The Contractor will issue all workers employed by him with the necessary protection clothing.

10.10 All material and equipment used to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site Project Manager / Supervisor.

**NB: The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.**

**11 The Contractor will be responsible for the following categories of work.**

11.1 The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as required and shall be made available for Transnet on the invoice when submitting a claim.

11.2 The Contractor shall be called upon to attend meetings on the site to ensure that the works undertaken is correct and comply with the specifications.

11.3 The Contractor shall keep the site tidy at all times and remove all old material and such off-cuts, demolished material, surplus material.

11.4 Contractor to adhere to the time agreed upon to completing all tasks/request, based on times as laid down in the manufacturer's standard times, without neglecting the standard of workmanship. Be subject to the control authority and supervision of Transnet.

11.5 Guarantee the quality of his workmanship for a period of twelve (12) months.

11.6 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

11.7 A site access certificate will be issued to the contractor and must be displayed to any person on request thereof.

**12 To be supplied and provided by the Contractor**

12.1 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract.

12.2 The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.

12.3 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:

- 12.3.1 a trade test diploma from the Department of Manpower issued at a test center, or
- 12.3.2 a completed contract of apprenticeship; or
- 12.3.3 proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
- 12.3.4 Or any competency as need and recognized by the Department of Labour.
- 12.4 If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified as per clause 3.4, Transnet will reserves the right to ask that this incumbent be removed for doing work for Transnet.
- 12.5 The successful tenderer shall give a list of his employees who shall perform the various tasks to Transnet.

13 **Recording of the works:**

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

14 **Setting out of the works:**

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the Guidelines for the provision of Engineering Services in Residential Townships” by The Department of Community Development.  
All dimensions and quantities to be checked on site by tenderer before commencing with the work.

15 **Keep site tidy:**

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.  
If required, a permit must be obtained from the local Municipality to transport material on their roads.

16 **Payments : Claims:**

16.1 All instructions to the Contractor shall be confirmed in writing and only requests that were issued / in writing, will be accepted for payment.  
The contractor shall be paid as per the tender rates and prices.

16.2 **Labour** : The contractor will be paid for the actual hours worked by the number of staff used. As recorded in the daily site diary.  
The profit required to do the work shall be to the contractor's consideration and must be allowed for in the entire Schedule of Rates and Prices.

16.3 **Material & equipment** used to complete the work will be paid for as per Invoice from the supplier plus the percentage handling fee as tendered.  
The Suppliers Invoice MUST be submitted with each and every claim

17 **Penalties for Delays :**

- 17.1 The contractor shall be required to complete each part of the work as given in the site instruction book within a period as agreed to by Transnet's representative.
- 17.2 Notwithstanding that above emergency work shall be reacted upon immediately and the situation made safe and if a burst pipe the water shutdown to prevent waste. Furthermore that repair work shall be then repaired as soon as practically possible. Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet as penalty the sum of R500.00 (Three Hundred Rand) for every day or part thereof during which the works remain incomplete.

- 18 **Materials:**  
All material to be SANS & SABS approved. Adhere to manufacturer's specifications and instructions.

- 19 **Safety :**
- 19.1 Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.
- 19.2 Adhere to the safety rules and regulations of the various Depots and sites at all times the safety aspect of the project must be treated as very important.
- 19.3 All contract workers will attend a safety induction course presented by Transnet before the work commences

- 20 **Occupancy:**  
Some buildings and sites may be occupied during renovations / repairs. The contractor, in conjunction with the Project Manager must liaise with the people on site as to how and when the work can be performed so as to ensure their safety and no major disruptions to the service of TFR.

- 21 **Risks Assessed**
- 21.1 Working with scaffolding.
- 21.2 Working with step ladders.
- 21.3 Working with flammable liquid
- 21.4 Working with electric tools
- 21.5 Working near Live Overhead electric wires (Overhead Track Lines 22kV)
- 21.6 Working in or close to public roads.
- 21.7 Travelling/Transporting staff and material.

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

- 22.1 The National Environmental Management Act, 107/1998;
- 22.2 The Environmental Conservation Act, 73/1989; and
- 22.3 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.

- 23 **Site location**  
The site is situated at per Site Information.

- 24 **Inspection of works**



No work shall be covered up or put out of view without the approval of the Project Manager.

The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

24.1 The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination.

24.2 The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

24.3 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor.

25 Site records

25.1 Site Instruction Book

25.1.1 The Contractor shall provide a **site instruction book (not smaller than A5), in triplicate for the Project Manager to place all instructions** that are needed to complement the specifications and drawings and any other instruction that may affect the cost of the work.

**No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.**

25.2 Site Diary

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

26 Materials found on site

No material that is lying on the site (other than that as specified in this document) or any Transnet's properties may be removed or used (even if deemed as scrap) by the contractor.

27 Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leaves the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

28 Working outside normal working hours

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

**29 Safety Precautions and Insurance**

**29.1 Act 85:**

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E:4E as placed in this Specification must be adhered to. (Available on request) But will be completed by the successful tenderer.

**29.2 E7/1**

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

**29.3 Environment**

29.3.1 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.

29.3.2 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 Contractor's cost.

**29.4 SUBSTANCE ABUSE TESTING**

The OHS Act 85 of 1993 clearly states in the Safety Regulations 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 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.

**29.5 Health and Safety Requirements.**

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

30 **Note:**

30.1 For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed too from part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.

30.2 Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.

30.3 Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience; all additional costs involved will be done



for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

31 **GENERAL**

31.1 **Standard Specification**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

31.2 **SANS Specifications** (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

31.3 **Preliminary and General (P & G)**

The P & G shall be as per the General and Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Schedule of Rates and Prices should form part of the contractor's requirements such as the cost of stationary and so on.

31.3.1 The P & G is made up of:

31.3.1.1.1 **Fixed Charges** (start-up costs and removal of site establishment) and will include the handing over of the site to the contractor and handing back of the site after completion.

31.3.1.1.2 **Time Related items** and this shall allow for and must be built in the fixed charge rates in the above, for the full duration of the contract. Any additional time that may or may not be allowed for if the contract exceeds the completion date as agreed will be included in this price/rate.

31.3.2 The profit required to do the work shall be to the contractor's discretion and must be allowed for in all the items in the Schedule of Rates and Prices.

32 **ACT 85:**

32.1 The contractor shall allow in his pricing for all material and supervision needed in their costing. This shall include:

32.1.1 **Start-up costs:**

32.1.1.1 First aid kit and emergency numbers displayed.

32.1.1.2 Safety clothing (boots, gloves, safety hats, goggles and so on)

32.1.1.3 Barriers, barrier tape and so on.

32.1.1.4 Safety files with records of all reports and safety inspections.

32.1.1.5 Sign / notice board stating contractors name and that all visitors report to the site agent for induction to enter onto site and sign the site book.

32.1.2 **Day to day matters:**

- 32.1.2.1 The maintenance of the above start up costs.
- 32.1.2.2 The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.
- 32.1.2.3 Need an incumbent with basic first aid training.

32.2 The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

### 33 Specifications

The contractor shall ensure that all specifications are adhered to

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification

### 34 Constraints on how the Contractor Provides the Works

#### 34.1 Access to site

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

### 35 Requirements for the programme

35.1 The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the Project Manager with minor disruptions as no delays must be allowed in this regard.

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

### 36 Services and other things provided by the Employer

#### 36.1 Water supply.

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

#### 36.2 Electricity supply.

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation and the Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 10142. The Contractor must supply all leads and plugs as necessary and to provide power to the working site

37 **Procurement**

37.1 **Code of Conduct**

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

These are:

- The Transnet Detailed Procurement Procedure (DPP);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE); and
- The Anti Corruption Act.

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

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

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

- 1 *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
  - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
  - Employees must not accept or request money or anything of value, directly or indirectly, to:
    - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
    - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
    - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
  - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of Interest**

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

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

### **37.2 The Contractor's Invoices**

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

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

37.2.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No. 420103177;
- Invoice number;
- The *Contractor's* VAT Number, and
- The Contract number

37.2.4 The invoice contains the supporting detail

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

37.2.6 All quotes to be submitted within 14 days after request for work has been submitted.

37.2.7 A Purchase order will be issued to the service provider to commence with work which should be carried out within 30 days from date of receiving the purchase order.

37.2.8 Invoice with supporting documents (invoices for material purchased) to be submitted within 30 days after completion of work

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PTH53967CIDB  
DESCRIPTION OF THE WORKS: COSMETIC RESTORATION WORK ON A STEAM ENGINE RANSOMES 36062 AND WATER  
PUMP AT TRANSNET TRANSPORT MUSEUM - GEORGE  
37.2.9 The invoice is presented as an original.

**PREVIEW COPY**



## C4: Site Information

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

**1. GENERAL DESCRIPTION:**

The work is to be carried out at the **Transnet Transport Museum - George**

**2. Access limitations**

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

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

None

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

There are no hidden services. It is the responsibility of the Contractor to detect and protect the existing services. The Contractor shall liaise with the Project Manager in this regard before commencing with the work.

**PREVIEW COPY**