



## NEC3 Term Service Contract (TSC)

entered into by and between

### Transnet SOC Ltd

Registration Number 19/01/2009009/30

(hereinafter referred to as the "Employer")

and

TBA

(hereinafter referred to as the "Contractor")

### Description of the Works

General Building Repairs & Maintenance on Transnet Freight Rail Assets in Burgersdorp and surrounding areas on an "As & When Required" basis.

**Contract Number**

**PTH53937**

**Start Date**

**01 September 2016**

**Completion Date**

**31 August 2018**

"PREVIEW COPY ONLY"

**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 Services**

**C3.1 Works Information**

**Part C4 Site Information**

**"PREVIEW COPY"**

## 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 **GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS.**

Tenderers should have a CIDB contractor grading designation of 2GB 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 described in more detail in the attached B-BBEE Claim Form

<b>INSPECT COLLECT DOCUMENTS FROM</b>	<b>Secretariat of the Acquisition Council, Admin Support Office</b> <b>Ground Floor</b> <b>FC Sturrock Building</b> <b>Fleming Street</b> <b>Port Elizabeth</b> <b>6001</b>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 08:30 and 15:30 from 22 July 2016 until 11 August 2016 Queries relating to the issue of these documents may be addressed to Me. Ronelle Blom / Ms Phumla Malaka / Aniele Gwanya Tel: 041 507 2721 / 2720 / 2173 E-mail: GRP-TFR-PETenders@transnet.net
<b>COMPULSORY BRIEFING SESSION</b>	Refer to "formal briefing" Paragraph 2 for details.
<b>CLOSING DATE</b>	<b>12:00 on Tuesday, 23 August 2016</b> 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.
<b>VALIDITY PERIOD</b>	<b>Sixty (60) Business Days (12 Weeks) from Closing Date</b> 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.

## 2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted at the Infra Depot Burgersdorp, Queenstown Road on the **12 August 2016, at 10:00 [10 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.

## 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:

PTH53937CIDB

Description

GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS.

Closing date and time: Tuesday 23 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 to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / Information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- 4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

#### 5 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:

Ms. Ronelle Blom / Ms Phumla Maldaka / Mrs Anele Gwanyanya

Tel: 041 507 2721 / 2720 / 2173

E-mail: [GRP-TFR-PETenders@transnet.net](mailto:GRP-TFR-PETenders@transnet.net)

**"PREVIEW COPY"**

## 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 in 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-CSD company)
- Step 12: Complete associations (if relevant)
- Step 13: Complete commodities information
- Step 14: Complete B-BBEE 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.

### Clause

### Data

F.1.1 The Employer's Tender Documents  
(Reg No. 1990/000900/30)

F.1.2 The tender documents issued by the Employer comprise:

#### Part T: The Tender

#### Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender  
T1.2 Tender data

#### Part T2 : Returnable documents

T2.1 List of returnable documents  
T2.2 Returnable schedules

#### Part C: The contract

#### Part C1: Agreements and contract data

Form of offer and acceptance  
Contract data  
Pricing instructions  
Price List  
Works Information  
Site information

#### Part C1.2: Adjudicator's Contract Data

#### Secondary Specifications Principal Controlled Insurance

F.1.4 The Employer's agent is: Transnet Freight Rail

Name: Mr Gieleaume Valentine

Address: Real Estate Management – Port Elizabeth

Tel No. (041) 507 4147

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 2 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 2 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 2 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 (Quality / 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 documents.

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

##### **Pre-Qualification Compliance:**

##### **Satisfactory proof of bidder or his/her staff's qualifications for the task required.**

Any of the following trade certificates:

- a trade test diploma from the Department of Labour issued at a test center; 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.
- a license for water connections, if applicable; or
- a registered plumber as per the SABS 0400.
- 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 50%	Maximum number of points
Health & Safety (Tender OH & S Management System Questionnaire)	60
Comparable projects (References / Track Record)	40
<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 : 50**

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 totalled to obtain the final score for quality, unless scored collectively. (See CIDB Information 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	100
Competitive Pricing	80
BBBEE	100
Points scored	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  
F.2.15.1 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: 23 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 formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.

F.2.23 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 T.2.1.

F.3.4 The time and location for opening of the tender offers are:

Time 12:15 on Tuesday 23 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:  
80 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, assessed 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 Services and of the rates and prices stated in the priced Price List in the Service 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 Services.

- 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 Services**

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 Services 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"**

**Annex F**  
*(normative)*

**Standard Conditions of Tender**

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

**F.1 General**

**F.1.1 Actors**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

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

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

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

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

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

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

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

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

##### **F.1.6.3.1 Option 1**

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

##### **F.1.6.3.2 Option 2**

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

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

#### **F.2 Tenderer's obligations**



## **F.2.1 Eligibility**

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

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

## **F.2.2 Cost of tendering**

**F2.2.1** Accept that unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

## **F.2.3 Check documents**

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

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

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

## **F.2.5 Reference documents**

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

## **F.2.6 Acknowledge addenda**

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

## **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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

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

### **F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

### **F.2.15 Closing time**

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

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

#### **F.2.16 Tender offer validity**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **F.2.23 Certificates**

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

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

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

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

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

In the case of a price and preference:

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

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

In the case of a functionality, price and preference:

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

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

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

$$P_s = 80 \left( 1 - \frac{P_1 - P_{min}}{P_{min}} \right)$$

Where

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

$P_1$  = Comparative price of tender or offer under consideration; and

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

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



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

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

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

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

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

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

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

90/10

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

Where

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

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

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

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

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	10
2	9

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

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

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

### F.3.11.6 Decimal places

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

### F.3.11.7 Scoring Price

Score price of remaining responsive tenderers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

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

"PREVIEW COPY"

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

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

**F.3.11.8 Scoring preferences**

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

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

**F.3.11.9 Scoring functionality**

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

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

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

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

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

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

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

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

#### **F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

#### **F.3.19 Transparency in the procurement process**

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

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

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

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

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

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

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

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

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

"PREVIEW COPY"

**PART T2: RETURNABLE DOCUMENTS**

**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	Submitted [Yes/No]
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.	
2	Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting office or SANS 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>Qualifications of Bidder or Staff that will be performing tasks. – 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. A license for water connections, if applicable; and a registered plumber as per the SABS 0400 or any competency as need and recognized by the Department of Labour. (Pre-Qualification Requirement)</b>	
6	Original letter of good standing issued by compensation Commissioner	
7	<b>Tenderer's Experience – Comparable projects</b>	
8	Certificate of Attendance of RFQ Briefing Session	
9	<b>Tenderer SHE Management System Questionnaire (Evaluating 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	
<b>Mandatory Returnable Documents</b>		<b>Submitted [Yes/No]</b>
<ul style="list-style-type: none"> <li>• Signed Form of Offer and Acceptance</li> <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 [PPFFA];

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 our 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 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 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 personal 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 awarding 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 interest/s 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 ONLY"</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 financial 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:

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PT453937CIDB  
DESCRIPTION OF THE WORKS: GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN  
BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS.

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 or disadvantage any 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: PTH53937CIDB  
DESCRIPTION OF THE WORKS: GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN  
BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS.

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 ONLY"**

### 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:	INFRASTRUCTURE DEPOT BOARDROOM, BURGERSDORP	
On (date)	12 August 2016	Starting time: 10:00

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

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

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

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

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

## **T2.2-08 - 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 any claim in regard to preferences, in any manner required by Transnet.

### **2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 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 11 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 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 Account and Office Services contemplated in the CCA or a Verification Agency accredited by SAMAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 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 SAMAS.

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 supported 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 of 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: PTH53937CIDB  
DESCRIPTION OF THE WORKS: GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN  
BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS..

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. ....

SIGNATURE OF BIDDER

2. ....

DATE:.....

COMPANY NAME:.....

ADDRESS:.....

"PREVIEW COPY ONLY"

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

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

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet SOC 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, 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		
	Yes	No
<b>1. SHE Policy</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 COID</b>		
<i>- Is company registered with the Compensation Commissioner under the COID Act and up to date?</i>		
- If yes provide proof of letter of good standing		

NO COPY  
 PREVIEW

<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 documents 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		
- Appointment of SHE Representatives?  - If yes provide details		
- SHE Incident Reporting and Investigation?		

"PREVIEW COPY"



- If yes provide details		
<b>- Provision of Personal Protective Equipment (PPE)?</b>		
- If yes provide details		
<b>- Emergency Planning?</b>		
- If yes provide details		
<b>- Fall Protection?</b>		
- If yes provide details		
<b>- Project Security?</b>		
- If yes provide details		
<b>- Medical Surveillance?</b>		
- If yes provide details		
<b>- Substance abuse policy/procedure/testing?</b>		
- If yes provide details		
<b>- Selection, Procurement and management of Subcontractors?</b>		
- If yes provide details		
<b>- Operational Safety?</b>		
- If yes provide details		
<b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b>		
- If yes provide details		
<b>8. Health and Safety Violations</b>		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b>		
- If yes provide details		

"PREVIEW COPY"

### Safety Performance Report

#### Monthly DIFR for previous months

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

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

=====  
Signed  
(Tenderer)

**"PREVIEW COPY ONLY"**

## 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:

### **GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS**

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	(Not Applicable – Cost Reimbursable)
Value Added Tax @ 14% is	(Not Applicable – Cost Reimbursable)
The offered total of the Prices inclusive of VAT is	(Not Applicable – Cost Reimbursable)
(in words) <b>(Not Applicable – Cost Reimbursable)</b>	

If Option E applies, 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:

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: Service Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet Freight Rail  
FC Sturrock Building  
Fleming Street  
Port Elizabeth  
6001

*(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 additional data 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	_____	Transnet Freight Rail FC Sturrock Building Fleming Street Port Elizabeth 6001
Capacity	_____	
On behalf of	_____ <i>(insert name and address of organisation)</i>	_____ <i>(insert name and address of organisation)</i>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 Contract Data

### Part one - Data provided by the Employer

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The conditions of contract are the core clauses and the clauses for main Option:	
		E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
	of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amended June 2006 and April 2013)	

10.1 The Employer is:

Transnet SOC Ltd

Address

Registered address:

Carlton Centre  
150 Commissioner Street  
Johannesburg

Having elected its Contractual Address for the purposes of this contract as:

Transnet Freight Rail  
FC Sturrock Building  
Fleming Street  
Port Elizabeth  
6001

Postal Address:

PO Box 13213  
Humewood  
Port Elizabeth  
6013

Tel No.

041 507 2714

Fax No.

011 774 9102

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

TRANSNET FREIGHT RAIL  
ENQUIRY / CONTRACT NUMBER: PTH53937CIDB  
DESCRIPTION OF THE WORKS: GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL  
ASSETS IN BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS.

10.1 The Service Manager is (name):

Mr Gieleaume Valentine  
Real Estate Management –  
North End  
Port Elizabeth  
041 507 4147  
Tel  
e-mail [Gieleaume.valentine@transnet.net](mailto:Gieleaume.valentine@transnet.net)

11.2(2) The Affected Property is Transnet Fright Rail Assets in Port Elizabeth and surrounding areas

11.2(13) The service is GENERAL BUILDING REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN BURGERSDORP AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS

11.2(14) The following matters will be included in the Risk Register

None

11.2(15) The Service Information is in The Scope of Services

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is English  
13.3 The period for reply is 2 weeks

2 The Contractor's main responsibilities (If the optional statement for this section is not used, no data will be required for this section)

30.1 The starting date is 01 September 2018

30.1 The service period is 24 months after start date or until the total contract value reaches R200 000.00 (Excl. VAT) whichever occurs first. (21 August 2018)

4 Testing and defects No additional data is required for this section of the conditions of contract.

5 Payment

50.1 The assessment interval is On the 25<sup>th</sup> of the months or weeks (not more than five).

51.1 The currency of this contract is the South African Rand ZAR.

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 is the prime lending rate of the Standard Bank South Africa.

6 **Compensation events** No data required for this section of the condition of contract

7 **Use of Equipment Plant and Materials** No additional data is required for this section of the conditions of contract.

8 **Risks and insurance**

80.1 These are additional Employer's risks 1. None

83.1 The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:

Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk

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

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

83.1 The Employer provides these insurances from the Insurance Table

(a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is whatever the Contractor deems desirable in addition to that provided by the Employer.

(b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is that which is prescribed by the compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.



Indemnities and insurance

- i. The Contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.
- ii. Transnet will insure in the joint names of Transnet Freight Rail and the Contractor against all legal liabilities which may arise from the accidental death of or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the Work.

iii. The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the Contract.

iv. The Contractor shall in the case of a liability arising out of a negligent act or omission on the part of the Contractor be responsible for payment of the amount(s) stated in the policy as being the deductible.

v. The insurance to be provided in terms of clause 83.1(ii) will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.

vi. The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. The insurance is to be maintained in force during the entire period of the Contract. The Contractor shall likewise arrange his own insurances in respect of motor vehicle

**There is no Contract Data required for this section of the conditions of contract.**

<b>10</b>	<b>Data for main Option clause</b>	
<b>E</b>	<b>Cost reimbursable contract</b>	
20.4	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	<b>2 weeks.</b>

<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is (Name)	<b>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.</b>

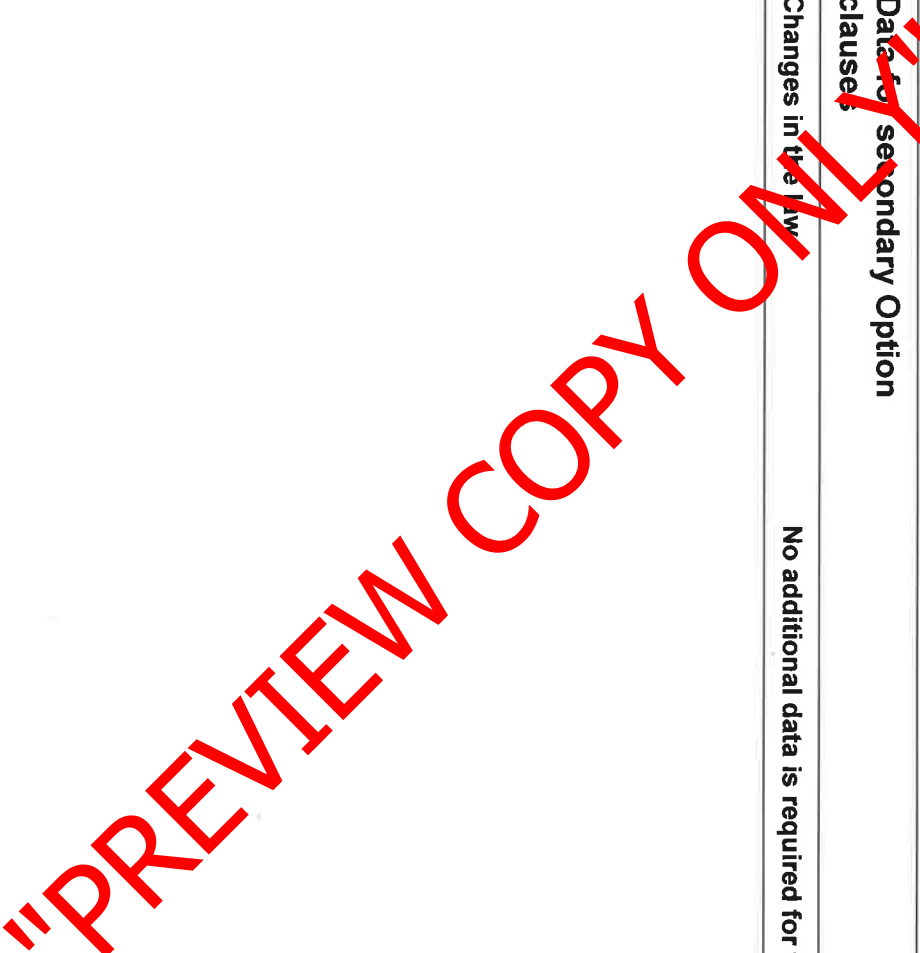
W1.2(3) The Adjudicator nominating body is: **The Association of Arbitrators (Southern Africa)**  
 If no Adjudicator nominating body is entered, it is

W1.4(2) The tribunal is: **Arbitration**

W1.4(5) The arbitration procedure is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**  
 The place where arbitration is to be held is **Port Elizabeth**  
 The person or organisation who will choose an arbitrator  
 - if the Parties cannot agree a choice or  
 - if the arbitration procedure does not state who selects an arbitrator, is **The Chairman of the Association of Arbitrators (Southern Africa)**

**12 Data for secondary Option clauses**

X2 Changes in the Law **No additional data is required for this Option**



## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Tel No. Fax No.	
11.2(8)	The direct fee percentages The subcontracted fee percentage is	% %
11.2(14)	The following matters will be included in the Risk Register	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

E	Cost reimbursable contract	
11.2(12)	The price list is in	The document called Price List Part 2 of this contract

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

## PART C2: PRICING DATA

**"PREVIEW COPY ONLY"**

Document reference	Title	No of pages
C2.1	Pricing instructions: Option E	1
C2.2	Price List	2

## C2.1 Pricing instructions: Option E

### 1.1 The conditions of contract

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006)  
Option E states:

#### Identified 11

**and defined terms** 11.2 (18) The Price for Services provided to date is the Defined Cost which the Contractor has paid plus the Fee

(21) The Prices are the amounts stated in the Price column of the Price List. If no Price List is included, the Prices are the Defined Cost plus the Fee.

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment rate is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Contractor's detailed Price List summates back to the activity/milestones provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

# C2.2 Price List

## SCHEDULE OF RATES: YEAR 1

Description	Normal Working Hours	Overtime Hours	Saturday Hours	Sunday & Public Holiday Hours
Excl of V.A.T.	Excl of V.A.T.	Excl of V.A.T.	Excl of V.A.T.	Excl of V.A.T.
Labour Rate : Artisan	R _____	R _____	R _____	R _____
General Labourer	R _____	R _____	R _____	R _____
Rate				
<p>Labourer Rate for a General Labourer if needed on daily basis for a 10km radius</p> <p>R _____ / day Excl. of V.A.T.</p>				
<p>Traveling/Transport Cost (Conditions apply)</p> <p>R _____ / km. Excl. of V.A.T.</p> <p><b>Note:</b> This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.</p>				
<p>Material Cost Mark-up</p> <p>_____ % (% handling charge)</p> <p><b>Note:</b> A copy of proof of purchase invoice must be attached to V.A.T. Invoice from Contractor</p>				

"PRELIMINARY COPY"

**SCHEDULE OF RATES: YEAR 2**

Description	Normal Working Hours Excl of V.A.T.	Overtime Hours Excl of V.A.T.	Saturday Hours Excl of V.A.T.	Sunday & Public Holiday Hours Excl of V.A.T.
Labour Rate : Artisan	R _____	R _____	R _____	R _____
General Labourer Rate	R _____	R _____	R _____	R _____
Labourer Rate for a General Labourer if needed on daily basis for a full day	R _____ / day Excl. of V.A.T.			
Traveling/Transport Cost (Conditions apply)	R _____ / km. Excl. of V.A.T. Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.			
Material Cost Mark-up	_____ % (% handling charge) Note: A copy of proof of purchase invoice must be attached to V.A.T. invoice from Contractor			

"PREVIEW COPY"



## C3: Scope of Services

### C3.1 Services Information

#### 1. Description of Services

- 1.1 The work include: This performance of general emergency repair work and minor day to day maintenance work (in the civil and building trades) to Transnet Freight Rail assets. The contract will be valid for a period of 24 months or until the total payment has reached an amount of R200 000 (excluding VAT), whichever occurs first.
- 1.2 The area of work will be in Burgersdorp area and within a 200 km radius of Burgersdorp Station including any areas around Burgersdorp as requested by the Service Manager.

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

- 1.3.1 The Contractor shall not make use of any sub-Contracting to perform the Service or parts thereof without prior permission from the Service Manager / Supervisor.
- 1.3.2 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Service 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.
- 1.3.3 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.
- 1.3.4 The Occupational Health and Safety Act (Act 85 of 1993)
- 1.3.5 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 Service Manager / Supervisor.
- 1.3.6 The Contractor shall comply with the current Specification for Service 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.



1.3.7 The Contractor's Health and Safety Programme shall be subject to agreement by the Service 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.

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

1.3.9 Guidelines for the Provision of Engineering Services in Residential Townships: - by Department of Community Development.

1.3.10 Code 29 - Specification for Lifting Equipment.

1.3.11 The Contractor will issue all workers employed by him with the necessary personal clothing.

1.3.12 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 Service 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.**

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

1.4.1 Any forms of disciplines and categories of repairs and maintenance work as requested by the Service Manager / Supervisor for low voltage systems at any given time.

1.4.2 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 Service as required and shall be made available for Transnet on the invoice when submitting a claim.

1.4.3 The Contractor shall be called upon to attend meetings on the site to ensure that the Service undertaken is correct and complies with the specifications.

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

1.4.5 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.

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

1.4.7 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.

#### 1.5 Travelling/Transport

1.5.1 No travelling time is allowed for within the radius of 20km from Burgersdorp station. Therefore, the price is inclusive of traveling in this zone.

1.5.2 If work is outside this zoning then the contractor shall be compensated for this via a rate. This shall be from the 20km radius to the requested work. This price is inclusive of return trip.

**NOTE: Travelling/Transport rate is only for one way; the return trip is not allowed for and must be included in the rate.**

#### 1.6 General conditions

1.6.1 All planned and unplanned work will be set out on a Transnet job order system.

1.6.2 The job order number is proof for work to proceed.

1.6.3 All planned monthly job orders must be closed off by the end of each month. This office must receive an explanation for job orders not closed off for a particular month.

1.6.4 The job order number must be indicated on each invoice submitted by the contractor.

1.6.5 Work specifications could be attached to any job order if required.

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

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

1.6.8 If the Service Manager / Supervisor requesting an estimate, the estimated cost must correspond with the invoice submitted for payment. If there is any deviation a written explanation must accompany that invoice.

#### 1.7 To be supplied and provided by the Contractor

1.7.1 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.

1.7.2 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.

- 1.7.3 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:
  - 1.7.4 a trade test diploma from the Department of Labour issued at a test centre; or
  - 1.7.5 a completed contract of apprenticeship; or
  - 1.7.6 proof of qualification acceptable to the Department of Labour in the case of qualified artisans from a foreign country.
  - 1.7.7 a license for water connections, if applicable; or
  - 1.7.8 a registered plumber as per the SABS 0400, if applicable.
  - 1.7.9 Or any competency as need and recognized by the Department of Labour.

1.8 Proof that he is able to perform all kinds of general repair work and that the workmanship will be of an acceptable quality and standard

1.9 If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified as per clause 3.4, Transnet will reserve the right to ask that this incumbent be removed for doing work for Transnet.

1.10 The successful tenderer shall give a list of his employees who shall perform the various tasks to Transnet.

## **2 Sub-contractor**

The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Service Manager. Breach of this condition will entitle Transnet to cancel the contract for breach.

## **3 Earthworks**

3.1 **Disposal of soil**  
All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.

3.2 **Excavation generally**  
The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SANS 1200 - risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space

3.3 **Pipes, services, cables and fittings**  
The Contractor shall verify the location of underground services on site. The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractor's account.

3.4 **Compaction of the insitu**  
The contractor shall water and compact the upper 150mm of the insitu material, before placement of any material in the next layer. The insitu material shall have at least 93 % Mod AASHTO density

## **4 Site meetings**

The Contractor shall be called upon to attend meetings on the site to discuss the progress of work with the Service Manager when required.

**5 Recording of the Service:**

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.

**6 Setting out of the Service:**

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.

**7 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.

**8 Payments : Claims:**

8.1 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.

8.2 **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.

The cost of consumables, tools and small plant must be included in the labour rates

8.3 **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

**9 Penalties for Delays :**

The contractor shall be required to complete each part of the work as given on the site instruction book within a period as agreed to by Transnet's representative.  
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 Service remain incomplete.

**10 Guarantee : Quality**

Guarantee the quality of his workmanship for a period of twelve (12) months.  
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 Materials:**  
All material to be SANS & SABS approved. Adhere to manufacturer's specifications and instructions.

**12 Safety :**  
Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.  
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.  
All contract workers will attend a safety induction course presented by Transnet before the work commences

**13 Occupancy:**  
Some buildings and sites may be occupied during renovations / repairs. The contractor, in conjunction with the Service 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 Transnet.

**14 Risks Assessed**

- 14.1 Working with scaffolding.
- 14.2 Working with step ladders.
- 14.3 Working with flammable liquid
- 14.4 Working with electric tools
- 14.5 Working on roofs
- 14.6 Working near Live Overhead electric wires (Overhead Track Lines 22kV)
- 14.7 Working near / on / below live railway lines
- 14.8 Working in or close to public roads.
- 14.9 Travelling/Transporting staff and material.

**15 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.

- 15.1 The National Environmental Management Act, 107/1998;
- 15.2 The Environmental Conservation Act, 73/1989; and
- 15.3 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.

**16 Site location**  
The site is situated at per Site Information.

**17 Time to complete the work**  
The tenderer shall indicate at section 2 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods.  
Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the Service remain incomplete.

**18 Guarantee**

All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.

**19 Inspection of Service**

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

The Contractor shall afford full opportunity for the Service 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.

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

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

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

**20 Site records**

20.1 Site Instruction Book

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

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

20.2 Site Diary

20.2.1 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.

**21 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) without the contractor.

**22 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 Service and leaves the site and the whole of the Service clean and tidy to the satisfaction of the Service Manager.

**23 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.

**24 Escalation**

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

**25 Retention**

No Retention applicable.

**26 Safety Precautions and Insurance**

**26.1 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.

**26.2**

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

**26.3**

**Environment**

26.3.1 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.

26.3.2 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 Contractors cost.

**26.4**

**SUBSTANCE ABUSE TESTING**

The OHSA (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 reserves 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.

**26.5**

**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.

**27 Note:**

**27.1**

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.

27.2 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 Service Manager, use an alternative product or design.

27.3 Where such written authority is given by the Service 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.

## 28 GENERAL

### 28.1 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.

28.2 **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

Water Supply and drainage for buildings:

PART 1 WATER SANS 2010  
PART 2 DRAINAGE SANS 1601

The Installation, maintenance, replacement and repair of fixed electric water heating systems SANS 60335  
Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development.

28.3 **To be supplied by the Contractor**

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 SERVICE as per this specification and as may be ordered by the Manager.

28.4 **Site meetings**

The Contractor shall be called upon to attend meetings on the site to discuss the progress of SERVICE with the Transnet representatives.

28.5 **Setting out of the Service**

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

28.6 **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. A permit must be obtained from the Municipalities to transport material on their roads, when required.



28.7

**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.

28.7.1 The P & G is made up of:

28.7.1.1.1 **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.

28.7.1.1.2

**Time Related** items and this shall allow for and must be built in the fixed charge rate as 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.

28.7.2 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.

29 **ACT 85:**

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

29.1.1 **Start-up costs:**

29.1.1.1 First aid kit and emergency numbers displayed.

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

29.1.1.3 Barriers, barrier tape and so on.

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

29.1.1.5 Sign / notice board stating contractor's name and that all visitors report to the site agent for instruction to enter onto site and sign the site book.

29.1.2 **Day to day matters:**

29.1.2.1 The maintenance of the above start-up costs.

29.1.2.2 The cost of safety procedures, need for 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.

29.1.2.3 Need an incumbent with basic first aid training.

29.2 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.

30 **Specifications**

The contractor shall ensure that all specifications are adhered too  
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 Constraints on how the Contractor Provides the Service**

**32.1 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 Service 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.

**33 Requirements for the programme**

**33.1**

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

**33.2**

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

**34 Services and other things provided by the Employer**

**34.1**

**Water supply.**

Water may be made available for the purpose of construction of the Service 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, hose, clamps etc., as necessary and to provide water to the working site.

**34.2**

**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

**35 Procurement**

**35.1**

**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 its Suppliers.

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

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

1 *Transnet 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 stakeholder 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 033 556).

2. *Transnet is firmly committed to the idea 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

### 35.2 The Contractor's Invoices

- 35.2.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 35.2.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 35.2.3 The invoice states the following:
- Invoice addressed to Transnet Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number
- 35.2.4 The invoice contains the supporting detail
- 35.2.5 The invoice is presented either by post or by hand delivery.
- 35.2.6 All quotes to be submitted within 14 days after request for work has been submitted.
- 35.2.7 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.
- 35.2.8 Invoice with supporting documents (if invoices for material purchased) to be submitted within 30 days after completion of work
- 35.2.9 The invoice is presented as an original.

"HYTNO" "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 Freight Rail Assets Burgersdorp Surrounding Areas.**

**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 Service 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.

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

It is the responsibility of the Contractor to detect and protect any existing services. The Contractor shall liaise with the Service Manager in this regard before commencing with the work.

"PREVIEW COPY"