

**TRANSNET**



**NEC3 Engineering & Construction Contract (ECC3)**

**Transnet SOC Limited**

(REGISTRATION NO. 090/000900/06)

trading as

**Transnet Freight Rail**

**RFP No. SIM 15069 CIDB**

**REPAIRS TO TRANSTEL BUILDING AT VEREENIGING  
02BH008J**

Issue Date : 24 March 2016

Briefing Session : 08 April 2016

Closing Date : 19 April 2016

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## PART T 1: Tendering Procedures

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"PREVIEW COPY ONLY"

## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFP No SIM15069CIDB

#### 1. PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity Respondent** or **Bidder**] for the provision of construction of additional offices and mess & ablution facility for infrastructure depot to Transnet.

Tenderers should have a CIDB contractor grading designation of **2GB PE** or higher. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after **24 March 2016**, the RFP documents may be inspected and are obtainable from the office of the Secretariat, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown Free of Charge

RFP documents will only be available for collection between 08:00 and 15:00 from **24 March 2016** until **07 April 2016**.

Queries relating to the administrative issues of these documents may be addressed to:

Mr. Lindani Langa

Tel No. 011 584 1427

E mail: [Lindani.Langa@transnet.net](mailto:Lindani.Langa@transnet.net)

or

Mr. Lambertus Blom

Tel. No. 083 704 1798

E-mail: [Lambertus.Blom@transnet.net](mailto:Lambertus.Blom@transnet.net)

#### 2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **Union Street, Vereeniging Station on the 08<sup>th</sup> of April 2016 at 10:00** (Followed by a compulsory site visit at the same area and details to be given at briefing meeting) (Respondents to provide own transportation and accommodation).

- A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.
- Respondents failing to attend the compulsory RFP briefing will be disqualified.
- Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- The briefing session will start punctually at **10h00** and information will not be repeated for the benefit of Respondents arriving late.

**This tender closes punctually at 10:00 hrs on Tuesday, 19 April 2016.**

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

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

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the respondents to RFP documents. Any alterations must be initialed by the person who signs the Bid Documents.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, Telephonic, Facsimile, E-mail and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant tenderer's account.

### **3. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)**

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

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

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

#### **3.1 B-BBEE Scorecard and Rating**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R 1,000,000.00. However, if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R 1,000,000.00, the RFP will be cancelled.

- The 90/10 preference point system applies where the acquisition of the Services will exceed R 1,000,000.00. However, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R 1,000,000.00, the RFP will be cancelled.

The **80/20** preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice, any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

  - Automatic rating of B-BBEE Level 4 irrespective of race or ownership
  - Black<sup>1</sup> ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate [which may be in the form of a letter] from an auditor, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].*

In this RFP, Transnet will accordingly allocate a maximum of **20 [Twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

**Turnover:** Kindly indicate your entity's annual turnover for the past year:  
R \_\_\_\_\_

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto.*

<sup>1</sup> **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003



### 3.2 B-BBEE Joint Ventures, Consortiums and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business.

A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto.

#### (a) JVs or Consortiums

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

##### (i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

##### (ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

#### (b) Subcontracting

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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.

### 3.3 B-BBEE Registration

In addition to the Verification Certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

*For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>.*

#### 4. COMMUNICATION

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

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12:00 on 15 April 2016**, substantially in the form set out hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 4.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

#### 5. INSTRUCTIONS FOR COMPLETING THE RFP

- 5.1 Sign one set of original documents. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be an exact copy of the original signed Proposal.
- 5.2 Both sets of documents are to be submitted to the address specified in Tender Data.
- 5.3 All returnable documents tabled in the Proposal Form must be returned with your Proposal.

#### 6. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

#### 7. ADDITIONAL NOTES

- 7.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 7.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 7.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form will not be considered.
- 7.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 7.5 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 7.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.



- 7.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED  
REQUIREMENTS  
MAY RESULT IN A PROPOSAL BEING REJECTED**

**8. DISCLAIMERS**

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

- 8.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 Reject all Proposals, if it so decides;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9 Split the award of the contract between more than one Service Provider; or
- 8.10 Make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent 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 whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

**9. LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

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

"PREVIEW COPY ONLY"



# Suppliers Code of Conduct

"PREVIEW COPY ONLY"



# Suppliers 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:

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

This code of conduct has been compiled 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.

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

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; 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 Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be 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.

## Conflict 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 are:

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



Show that you support good business practice by logging onto  
[www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE  
**0800 003 056**



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## Part T1.2: Tender Data

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## PART T1: TENDERING PROCEDURES

### 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. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The 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 to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet SOC Ltd trading as Transnet Freight Rail.

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

**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 C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Appointment

**Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Specific Preliminaries

C2.3 Bill of Quantities

**Part C3: Scope of work**

C3 Scope of work

**Part C4: Site information**

C4 Site information & Drawings, Insurances

F.1.4 The employer's agent is:

Name : Lambertus Blom

Address : 101 Love Day, Johannesburg

F.2.1.1 Only Tenderers who are registered with the CIDB, or are capable of being so registered within 10 days after the closing of submissions, are eligible to submit tenders:

- a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class of construction work; and
- b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower (**3GB**) than that required in terms of a) above and who satisfy the following criteria:
  - **Has technical qualifications and competence.**
  - **Has managerial capacity, reliability and experience.**
  - **Has good reputation.**
  - **Has equipment.**

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 GB 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 **GB** class of construction work.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in Part T1.1 Tender Notice and Invitation to Tender.

Confirmation of attendance to be notified at least one full working day in advance to:

Name : Mr. Lirani Langa

Tel : 011 504 1427

E-mail : Lirani.Langa@transnet.net

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 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **one** copy.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  
If delivered by hand, to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda house, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

- i) The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House  
21 Wellington Road  
Parktown  
Johannesburg  
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

- ii) If posted, the envelope must be addressed to:

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

and must be despatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.

iii) **Identification details**

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No:
- (b) Description of work
- (c) Closing date of tender

F.2.13.6 A two-envelope procedure will not be followed.

- F.2.15 The closing time for submission of tender offers is **as stated in the Tender Notice and Invitation to Tender**.
- F.2.15 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **12 weeks**.
- F.2.19 Access shall be provided for inspections, tests and analysis:  
**All sites as stated in the Scope of Work (Description of the Work)**
- F.2.23 The Tenderer is required to submit the following certificates with his tender:  
Either a Certificate of Registration issued by the Construction Industry Development Board or a copy of the application form for registration in terms of the Construction Industry Development Board Act (Form F006)  
  
An original and valid Tax Clearance Certificate issued by the South African Revenue Service and BBBEE certificate issued by an outside accredited authority.

F.3.11.1 The procedure for the evaluation of responsive tenders is **Method 2**.

#### EVALUATION CRITERIA

- Responsive and Substantive Test:
- Step 1:** Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential
- Step 2:** Substantive Responsiveness:  
All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation
- Stage 1:**
- Step 3:** Test minimum threshold of **70** for Technical (Quality) Criteria:  
(Points are NOT earned over to Stage 2)

CATEGORY: TECHNICAL / PRACTICAL	WEIGHT 70%	SUB WEIGHTS
• Previous similar work done		20%
• Work program and delivery		25%
• Method Statement		45%
• Health & Safety plan		10%
<b>Total</b>		100%

**Min threshold for Step 3 must be met to progress to Step 4.**

Transnet reserves the right to lower the threshold for Technical by 10% if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

## Stage 2:

### Step 4: Financial offer and Preference

The procedure for the evaluation of responsive tenders is Method 2

The score for financial offer is calculated using Formula 2 (option 1) of SANS 294,

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

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

Where:  $N_{Fo}$  is the number of tender evaluation points awarded for the financial offer.

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

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

Up to 100 minus  $T_{Ev}$  tender evaluation points will be awarded to Tenderers for SD.

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

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has completed and returned all **returnable documents** and **schedules**.
- The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer or any of its directors 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.
- The Tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect; and



- f) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderers ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

***Tender will be disqualified if all returnable documents and schedules are not returned.***

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **one**.

The additional conditions of tender are:

- 1 The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *Works* and of the rates and prices stated in the priced Price List in the *Works Information*. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- 2 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for **all** the areas quoted in the Bill of Quantities.
- 3 Transnet Freight Rail may conclude one or more contracts as a result of this tender.
- 4 The tenders shall be completed in black ink only.
- 5 Tenderers are advised that it is compulsory to submit offers for all Tender Options as set out below and where indicated by a tick.

**Option 1 – Subject To Escalation Price Offer**

**X**

~~Tenderers are advised that this offer shall be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.~~

**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.

**Key:**     ✓ - **Tender Option Applicable**  
              **X - Not Required For This Tender**

6            **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.

7 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.

8 Change in the Scope of Work

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

9 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.

10 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.

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## Part T2: Returnable documents

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"PREVIEW COPY ONLY"

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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

No.	Returnable schedules
1	Certificate of Attendance at Clarification Meeting
2	Schedule of Tenderer's Experience
3	Schedule of Subcontractors
4	Schedule of Plant and Equipment
5	Labour payment schedule
6	Record of Addenda to Tender Documents
7	Compulsory Enterprise Questionnaire
8	Curriculum vitae of key personnel
9	Proposed amendments and qualification
10	Certificate of authority for joint ventures (where applicable)
11	Supplier Declaration Form V7.4
12	RFP Declaration Form
13	Supplier Code of Conduct Declaration
14	Bond - Retention Percentage Choice
15	Preferencing Schedule
16	SD Questionnaire
17	Contractual Safety Clauses and Questionnaire

## 2. Other documents required for tender evaluation purposes

No.	Returnable Documents
1	Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
2	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures
3	<b>Form of Intent</b> to provide performance bond
4	Certificate of Authority for Signatory (Resolution by Board)
5	Letter of Good Standing with the Compensation Commissioner
6	Quality Assurance Plan
7	Approach paper and work plan (Program and Method statements)
8	Proposed organisation and staffing
9	Statement of compliance with requirements of the Scope of work
10	Certified Copy of Financial Statements (for the past <b>3years</b> ) including Balance sheets
11	Certified Copy of Share Certificates CK1 & CK2
12	Certified Copy of Certificate of Incorporation and CM29 and CM9
13	Certified Copies of Identity Documents of Shareholders/Directors/Members (where applicable)
14	Cancelled Cheque
15	Original current Tax Clearance Certificate (Certified if it's a copy)
16	Original VAT Registration Certificate
17	BBBEE evaluation Certificate
18	CIDB Registration Certificate
19	Provide TFR with your Supplier Development (SD) / Enterprise Development (ED) strategy providing details of job retention and creation. As part of the proposal, include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria

### 3 Other documents that will be incorporated into the contract

- 3.1 C1.1 Form of Offer and Acceptance
- 3.2 C1.2 Contract Data (Part 1 and 2)
- 3.3 C2.3 Bill of Quantities

## T2.2 RETURNABLE SCHEDULES

	Page No
1. Certificate of Attendance at Clarification meeting	25
2. Schedule of the Tenderer's Experience	26
3. Schedule of Subcontractors	27
4. Schedule of Plant and Equipment (Tools)	28
5. Labour Payment Schedule	29
6. Record of addenda to Tender Document	30
7. Compulsory Enterprise Questionnaire	31-32
8. CV of key personnel	33
9. Proposed Amendments and Qualifications	34
10. Certificate of Authority for joint ventures	35
11. Supplier Declaration form (version 7.4)	36-41
12. RFP Declaration Form	42-43
13. Supplier Code of Conduct Declaration	44
14. Bond - Retention Percentage Choice	45
15. Preferencing Schedule	46
16. SD Questionnaire	47
17. Contractual Safety Clauses and Questionnaire	48-52
18. Safety Plan and Fall protection plan	53
19. Environmental Management Plan, Risk Register and BCP	54
20. Form of Intent to provide performance bond	55
21. Certificate of Authority for Signatory (Resolution by Board)	56
22. Letter of Good Standing with the Compensation Commissioner	57
23. Quality Assurance Plan	58
24. Approach paper and work plan (Program and Method statements)	59
25. Proposed organisation and staffing	60
26. Statement of compliance with requirements of the Scope of work	61
27. Certified Copy of Financial Statements (past 3yrs) +Balance sheets	62
28. Certified Copy of Share Certificates CK1 & CK2	63
29. Certified Copy of Certificate of Incorporation and CM29 and CM9	64
30. Certified Copies of Identity Documents	65
31. Cancelled Cheque	66
32. Original current Tax Clearance Certificate (Certified if it's a copy)	67-68
33. Original VAT Registration Certificate	69
34. BBBEE evaluation Certificate	70
35. CIDB Registration Certificate	71
36. Supplier Development (SD) / Enterprise Development Plan	72-73



## Certificate of Attendance at Clarification Meeting

This is to certify that

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

was represented by the person(s) named below at the compulsory meeting held for all tenderers at \_\_\_\_\_ (location) on \_\_\_\_\_ (date), starting at \_\_\_\_\_. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Company representative(s) attending the **clarification meeting**:

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

Capacity: \_\_\_\_\_

Attendance of the above persons at the **clarification meeting** is confirmed by the Employer's representative:

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

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Particulars of Company representative(s) attending the **Vereeniging site meeting**:

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

Capacity: \_\_\_\_\_

Attendance of the above persons at the **clarification meeting** is confirmed by the Employer's representative:

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

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Tender  
Part T2: Returnable documents

T2.2  
Returnable Schedules



### Schedule of the Tenderer's Experience

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

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed
"PREVIEW COPY ONLY"			

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

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

Tenderer \_\_\_\_\_

### Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

Tender  
Part T2: Returnable documents

T2.2

Returnable Schedules



### Schedule of Plant and Equipment

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Tender  
Part T2: Returnable documents

T2.2  
Returnable Schedules



**TRANSNET SOC LTD**  
(REGISTRATION No. 1990/000900/06)  
**TRADING AS TRANSNET FREIGHT RAIL**

**LABOUR PAYMENT SCHEDULE**

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

**DAY LABOUR (IF REQUIRED)**

**Skilled** Hour \_\_\_\_\_  
**Unskilled** Hour \_\_\_\_\_  
**Labourer** Hour \_\_\_\_\_  
**Driver/Operator** Hour \_\_\_\_\_  
**% Profit on Material** \_\_\_\_\_

**TRANSPORT AND MACHINERY**

1. Light vehicle up to 1 ton
2. 5 Ton vehicle
3. 10 Ton vehicle with crane
4. Crane
5. Scaffolding
6. Generator
7. Other equipment:

**RUNNING**

R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr

**STANDING**

R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr

8. Full details of any other charges:

**TENDERER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



## Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause to be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

### Curriculum Vitae of Key Personnel

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<p><b>A. Experience record pertinent to required service</b></p>	
<p><b>Certification:</b></p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.</p>	
<p>_____ [Signature of person named in schedule]</p>	<p>_____ Date</p>

### Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

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

NAME OF FIRM	ADDRESS	LEAD PARTNER AUTHORISED SIGNATURE
Lead partner		Signature..... Name..... Designation
		Signature..... Name..... Designation
		Signature..... Name..... Designation



# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

## IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic scorecard. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*



## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership			% Black women ownership			% Disabled person/s ownership	
Does your company have a BEE certificate			Yes			No	
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent			Part time	
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.



## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

<b>2.1</b>	<b>Indicate the business sector in which your company is involved/operating:</b>		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

<b>2.2</b>	<b>What is your company's annual turnover (excluding VAT)? *</b>								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R5m <R10m	>R10m <R15m	>R15m <R25m	>R25m <R30m	>R30m <R34m	>R34m <R35m

<b>2.3</b>	<b>Where are your operating/distribution centres situated *</b>		

## 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(\* - Minimum requirements)

<b>3.1</b>	<b>Did the firm previously operate under another name? *</b>		
YES		NO	
<b>3.2</b>	<b>If Yes state its previous name:*</b>		
Registered Name			
Trading Name			



<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>	
SURNAME & INITIALS		ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

#### 4. VENDOR DETAIL

(Please tick as applicable) (\* - Minimum requirements)

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



**4.1.1** In terms of above kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1** Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

**4.2.2** Is your company a recipient of Enterprise Development Contributions?\*

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

**4.2.3** May the above mentioned information be shared and included in Transnet Supplier Database for future reference? \*

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

**4.2.4** If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? \*

YES			
-----	--	--	--

**4.2.5** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.2.6** In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2.7** Are any of your members/shareholders/directors ex employees of Transnet?

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

**4.2.8** Are any of your family members employees of Transnet?

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

**4.2.9** If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



## Internal Transnet Departmental Questionnaire (for office use only)

### Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name

Supplier's registered name

Please indicate if the Supplier has a contract with sourcing Transnet OD

Yes

No

If yes please submit a copy of the letter of award

#### a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is **YES** to questions II, III, IV or V in paragraph (a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive / decision on tax withholding from payments to this supplier.

Yes

No

c) If your reply to (b) is **"NO"**, please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

**I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER**

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No:		Fax	
---------	--	-----	--

### Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)				VALIDITY DATE
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	
Name				Grade		Date		Signature
						Y Y Y Y M M D D		
						Y Y Y Y M M D D		



## RFP DECLARATION FORM

### RFP for REPAIRS TO TRANSTEL BUILDING AT VEREENIGING 02BH008J

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

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

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

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

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

Indicate nature of relationship with Transnet: \_\_\_\_\_

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



6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

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

#### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any **material complaint** in respect of RFP's exceeding R 5,000,000.00 (five million S.A. Rands) in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R 5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

## Supplier Code of Conduct Declaration

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

of \_\_\_\_\_ (insert name of Company)

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

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

Signature

## BOND - RETENTION PERCENTAGE CHOICE

The amount of the Guarantee (Performance Bond / Surety) is to be calculated as **10% or 5%** of the tender price. The Contractor has the option of providing the guarantee of 10% and having retention money of 5% withheld or vice versa

I agree on the following arrangement regarding the above:

1) Guarantee / Bond / Surety: \_\_\_\_\_ %

2) Retention: \_\_\_\_\_ %

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

"PREVIEW COPY ONLY"

## Preferencing Schedule

## 1 Definitions

The following definitions shall apply to this schedule:

Contractors who are registered with the CIDB who are registered in one contractor grading designation of **1GB or higher** required in terms of above and who satisfy the following criteria :

- a) has professional and technical qualifications.
- b) has professional and technical competence.
- c) has managerial capacity, reliability and experience.
- d) has financial resources and good reputation.
- e) has plant and equipment.

## 2 Conditions associated with the granting of preferences

The tenderer, who being a Targeted Enterprise undertakes to:

- 1) not subcontract more than 20% of the Contract Price to non-Targeted Enterprises;
- 2) remain a Targeted Enterprise for the duration of the Contract;
- 3) accept the sanctions set out in Section 3 below should conditions of the contract be breached;
- 4) complete the Tender Preference Claim Form contained in Section 4 below; and
- 5) complete a Targeted Declaration Affidavit and submit this with the tender.

### 3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of enterprise status or structure of the tendering entity

I/we apply on behalf of my/our firm for the following preference:

Category of Enterprise	Targeted Enterprise	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Targeted Enterprise status (Y=yes)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the Tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature

Name

Duly authorised to sign on behalf of :

Telephone : .....

Fax : .....

Date : .....

**Guidance notes**

### Definitions for Targeted Enterprises

**Percentage:** 20%  
(typically  
between 20 and  
25%)

Insert factor  
 $\geq 1,0$  (typically  
1,25 to 1,5)

**Insert category description and percentage of maximum tender evaluation points tender schedule in table.**

**Minimum points for quality =6**

## TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

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

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

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

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

\*As applicable



## Tenderer OH & S Management System Questionnaire

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

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

<b>3. OH&amp;S Training</b>		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> <li>- Is a record maintained of all training and induction programs undertaken for employees in your company?</li> <li>- If yes provide examples of safety training records</li> </ul>		
<b>4. Health and Safety Workplace Inspection</b>		
<ul style="list-style-type: none"> <li>- Are regular health and safety inspections at worksites undertaken?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is there a procedure by which employees can report hazards at workplaces?</li> <li>- If yes provide details</li> </ul>		
<b>5. Health and Safety Consultation</b>		
<ul style="list-style-type: none"> <li>- Is there a workplace health and safety committee?</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees involved in decision making over OH&amp;S matters?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are there employee elected health and safety representatives?</li> <li>- Comments</li> </ul>		
<b>6. OH&amp;S Performance Monitoring</b>		
<ul style="list-style-type: none"> <li>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees regularly provided with information on company health and safety performance?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is company registered with workmen's compensation and up to date?</li> <li>- If yes provide proof of letter of good standing</li> </ul>		
<ul style="list-style-type: none"> <li>- Has the company ever been convicted of an occupational health and safety offence?</li> <li>- If yes provide details</li> </ul>		

## Safety Performance Report

### Monthly DIFR for previous months

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

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

Signed  
(Tenderer)

## Safety Plan and Fall Protection Plan

The tenderer shall attach to this page the tenderer's Safety Plan and fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E specifications attached to this tender document.

"PREVIEW COPY ONLY"

## Comprehensive Environmental Management Plan

The tenderer shall attach to this page the tenderer's Environmental Management plan in accordance with the Construction Regulations of 2003, National Environment Management Act, 107/1998, Environmental Conservation Act, 73/1998 and National Water Act, 36/1998.

The Environmental Management plan shall be inclusive of a Risk Register and Business Continuity Plan. Risk Register shall cover identified risks associated with this project and accompanying risk mitigation measures.

"PREVIEW COPY ONLY"

## FORM OF INTENT TO PROVIDE PERFORMANCE BOND

(To be typed on Bank letterhead)

TRANSNET FREIGHT RAIL

DATE:

### LETTER OF INTENT

PROJECT REFERENCE: \_\_\_\_\_

Dear Sir/Madam,

It is hereby agreed that in the event of the tenderer's offers being accepted, a Deed of Surety or Bond, as defined in the tender document and in a form acceptable to the Bank and always limited to the amount set out below, will be provided by the Bank named hereunder, on or before signing of the Contract.

This letter of intent is valid for **90 (Ninety) days** until \_\_\_\_\_ (**DATE**) ("Expiry") and after expiry will become null and void unless the Bank agrees in writing to extend the period of validity of this letter, prior to such date of expiry.

NAME OF TENDERER : \_\_\_\_\_

SIGNATURE OF TENDERER \_\_\_\_\_

VALUE OF SURETY OR BOND : \_\_\_\_\_

NAME OF BANK : \_\_\_\_\_

ADDRESS OF BANK : \_\_\_\_\_

SIGNATURES OF BANK : \_\_\_\_\_  
(For and on behalf of Bank)

(NAME)  
(DESIGNATION)

(NAME)  
(DESIGNATION)



## RESOLUTION

Project Reference:

Resolution of the Board of Directors of

Held at on the day of 20.

THAT in his capacity as a Director of the

Company, is hereby authorised to sign contract

and other documents on behalf of the Company in all matters relating to this application.

Certified a True Copy

Signed:

Director

(who by his signature warrants that he is  
authorised hereto on behalf of the company)

### NOTE:

Should this not be applicable, then the applicant will be required to submit a resolution similar to the above authorising the signatory to bind the response to the tender document.

## LETTER OF GOOD STANDING

The tenderer shall attach to this page a valid letter of good standing from the Compensation Commissioner.

"PREVIEW COPY ONLY"

## QUALITY ASSURANCE PLAN

The tenderer shall attach to this page the tenderer's quality management plan required to execute and complete the contract to an acceptable Quality Standards. The tenderer's quality plan should include but not limited to the following to demonstrate the ability to manage the quality of work on site:

1. Project Quality Plan for the contract
2. The Contractor's Quality Policy
3. Index procedures to be used during the contract
4. Audit Schedule for internal and external audits during the contract
5. Typical Quality Manual
6. Typical Quality Control Plan
7. Typical data book index

"PREVIEW COPY ONLY"

## APPROACH PAPER AND WORK PLAN

The tenderer, in addition to the general methodology for the project, shall attach to this page the tenderer's detailed method statement for the project which responds to the scope of work and outlines the proposed methodology including that related to the programme, technical approach and construction sequence, plant and equipment schedule, understanding of the project objective and Cashflow, Health and Safety, Quality and Environmental.

The tenderer is required to provide a detailed construction program, under this section, which provides the detail that would indicate the order and timing of activities required to execute the works in terms of the Works Information and within the required timeframe as per the indicative program included in this tender document. The program may take into account, but not limited to, the following:

- Start Dates, access dates, key dates, completion dates
- Provision for float, risk allowances, health and safety requirements
- Provide a resource histogram
- Demonstrate how the contractor will meet the above dates
- Written method statement backing up the program.

## PROPOSED PROJECT ORGANOGRAM AND STAFFING

The tenderer shall attach to this page the tenderer's proposed project organogram indicating the resource allocation hierarchy for all stages of the construction project. The organogram should consist of resources allocated specifically to the project and not general company organogram.

"PREVIEW COPY ONLY"

## STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF WORK

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

of \_\_\_\_\_ (insert name of Company)

hereby acknowledges having read, understood and agree to the requirements of the  
scope of work described in this tender document and at the compulsory tender briefing  
meeting.

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

Signature \_\_\_\_\_

"PREVIEW COPY ONLY"



## FINANCIAL STATEMENTS

The tenderer is required to attach a set of abridged audited financial statements for the last 3 (three) years under this section.

In the event that the financial statements for the last financial year only has not been audited, the tenderer is required to submit the management accounts of the last financial year and the current financial year to date records.

"PREVIEW COPY ONLY"

## SHARE CERTIFICATES

The tenderer is required to attach certified copy of the tenderer's share certificates (CK1 & CK2), if applicable, under this section.

"PREVIEW COPY ONLY"

## CERTIFICATE OF INCORPORATION

The tenderer is required to attach certified copy of the applicant's Certificate of Incorporation (CM29 & CM9), if applicable, under this section.

"PREVIEW COPY ONLY"

## IDENTITY DOCUMENTS

The tenderer is required to attach legible certified copies of the Identity Documents of the tenderer's Shareholders, Directors and Members, where applicable, under this section.

"PREVIEW COPY ONLY"

## CANCELLED CHEQUE

The tenderer is required to attach a copy of the tenderer's cancelled cheque, under this section.

"PREVIEW COPY ONLY"

## ORIGINAL TAX CLEARANCE CERTIFICATE

### IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six to twelve (6 - 12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia/Join Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. In case of Foreign Bidders, they can contact South African Receiver of Revenue (SARS) to obtain the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at Receiver's office



## Application for Tax Clearance Certificate

(IN RESPECT OF BIDDERS)

- Date: 20...../...../.....

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## VAT REGISTRATION CERTIFICATE

The tenderer is required to attach a valid original copy of the tenderer's VAT registration Certificate, under this section.

"PREVIEW COPY ONLY"

## **BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE**

The tenderer shall attach to this page a copy of the tenderer's BBBEE evaluation certificate. Only certificates issued by an Accreditation Agency approved by SANAS (the South African National Accreditation Systems) will be valid.

**"PREVIEW COPY ONLY"**

## CIDB REGISTRATION

A valid copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) must be submitted. Where an applicant satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the certificates of Contractor Registration in respect of each partner. Failure to submit the CIDB registration document may lead to the disqualification of the tenderer.

**"PREVIEW COPY ONLY"**

## SUPPLIER DEVELOPMENT PLAN

Transnet fully endorses and supports Government's New Growth Path Policy which aims to create 5 Million jobs by the year 2020.

Accordingly, Transnet requests applicants to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy.

The supplier development table, included as a returnable, further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The applicant is required to address each aspect detailed in this document and indicated in the Supplier Development Table, as a minimum in their submission. This list is not exhaustive and the applicant must not be limited to these areas when completing each section. The applicant must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.

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

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

Tenderer \_\_\_\_\_

### C1.1 FORM OF OFFER AND ACCEPTANCE (ECC3)

#### OFFER

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

#### REPAIRS TO TRANSTEL BUILDING AT VEREENIGING 02BH008J

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, 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 representative, when signing this part of the Form of Offer and Acceptance, shall be deemed to be duly authorised by a Resolution of the Board of Directors/Certificate of Partners, a certified copy to be included in the Returnable Documents.

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name of  
witness

Signature of  
witness

Date

Tenderer's CIDB registration number (if any):



## ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity  
for the  
Employer

Transnet SOC Ltd trading as Transnet Freight Rail, 49<sup>th</sup> Floor, Carlton Centre, 150  
Commissioner Street, Johannesburg, 2000

Name of  
witness

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.
4. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties become an obligation of the contract, shall also be recorded here.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or change 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 agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

## C1.2 CONTRACT DATA PROVIDED BY EMPLOYER (ECC3)

The conditions of contract are the NEC3 Engineering and Construction Contract (June 2005), copies of which may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947) or Engineering Contract Strategies (tel. 011 803-3008).

### Part One – Data Provided by the Employer

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

#### Statements given in all contracts

##### 1 General

- (a) The conditions of contract are the core clauses and the clauses for main Option **B**, dispute resolution Option **W1** and secondary Options **X7, X13 & X16** of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006).
- (b) **The Contractor's Offer and the Employer's Acceptance is in the document called Form of Offer and Acceptance – Part 1 (C1.1).**
- (c) The works are **New Security Wall at New Brighton, Port Elizabeth**
- (d) The Employer is
- Name : Transnet Limited trading as Transnet Freight Rail
- Address : 49<sup>th</sup> Floor, Carlton Centre
- 150 Commissioner Street
- Johannesburg, 2000
- (e) The Project Manager is
- Name : Lambertus Blom
- Address: 101 Love Day, Johannesburg
- (f) The Supervisor is
- Name :
- Address :
- (g) **The Adjudicator will be appointed as mutually agreed upon between the parties when a dispute arises.**
- (h) **The Works Information is in the document called "Scope of Work" – Part 3 (C3).**
- (i) **The Site Information is in the document called "Site Information" – Part 4 (C4).**
- (j) **The boundaries of the site are the New Brighton shunting yard**

- (k) The *language of this contract* is **English**.
- (l) The *law of the contract* is the law of **the Republic of South Africa**.
- (m) The *period for reply to a communication* is **3 weeks**.
- (n) The *Adjudicator nominating body* is **the Association of Arbitrators (Southern Africa)**.
- (o) The *tribunal* is **Arbitration**.
- (p) The following matters will be included in the Risk Register
  - 1 Staff working under clearances at nearest station.**
  - 2 Inadequate staffing.**
  - 3 Failure to use safety and protective equipment.**
  - 4 Incompetent employees.**
  - 5 Fitness for duty.**
  - 6 Theft and vandalism of material and equipment.**
  - 7 Damage to existing services.**

- 3 Time (a) The *starting date* is to be advised upon awarding of contract.
- (b) The *access dates* are
- | Part of the Site                                | Date to be advised   |
|---|----------------------|
| 1. All sites listed under "Description of work" | Duration of contract |
- (c) The *Contractor* submits revised programmes at intervals no longer than **4 weeks**.
- 4 Testing and Defects (a) The *defects date* is **52 Weeks** after Completion of each site.
- (b) The *defect correction period* is **TWO** weeks
- (i) The *defect correction period* for N/A is weeks.
- (ii) The *defect correction period* for N/A is weeks.
- 5 Payment (a) The *currency of this contract* is the **South African Rand (ZAR)**.
- (b) The *assessment interval* is **on the 10<sup>th</sup> of each calendar month**.
- (c) The *interest rate* is **two percent** per annum above the **prime lending rate** of the **Standard Bank of South Africa Ltd.** as **determined from time to time**.

## 6 Compensation events

- (a) The place where weather is to be recorded is at each site.

(b) The *weather measurements* to be recorded for each calendar month are

- (i) the number of days with rainfall more than **10mm**
- (ii) the number of days temperature below zero
- (iii) the number of days snow lying on the ground at 09h00

(c) The *weather measurements* are supplied by the **SA Weather Service**.

(d) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded by **an official weather station nearest to each site** and which are available from **SA Weather Service**.

(e) Where no recorded data are available

**N/A**

Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are

**N/A**

7 Title

**N/A**

8 Risks and insurance

(a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and (not an employee of the *Contractor*) caused by activity in Equipment) and liability for bodily injury to or death of a person 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**.

Optional statements

(a) Arbitration

- The *arbitration procedure* is the **Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the parties and failing agreement to be appointed by the association of Arbitrators**.
- The place where arbitration is to be held is **To be advised**.
- The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice is **The Chairman of the Association of Arbitrators (Southern Africa)**.

(b) The completion date for the whole of the *works* is **6 (Six) months from the starting date (refer to attached indicative baseline programme)**

(c) If the Employer is not willing to take over the works before the completion date.

(d) If no programme is identified in part two of the Contract Data.

The *Contractor* is to submit a first programme for acceptance within **2** weeks of the Contract Date.

(e) The *key dates* and *conditions* to be met are

*condition* to be met

*key date*

**N/A**

(f) The period within which payments are made is **30 days from date of invoice receipt.**

(g) These are additional *Employer's risks*

**N/A**

(h) The *Employer* provides these insurances from the Insurance Table

1. Insurance against loss of or damage to the *works*, Plant and Materials is **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

2. Insurance against loss of or damage to Equipment (**Temporary Works only**) **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

3. Insurance against loss of or damage to property (except the *works*, Plant, 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 **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**



Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

(j) The *Employer* provides these additional insurances

1. **Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.**

Cover/indemnity is **to the extent provided by the SASRIA coupon policy**

The deductibles are **in respect of each and every theft claim 0,1% of Contract Value subject to a minimum of R2 500 and a maximum of R25 000.**

The Contractor provides these additional insurances

- 1 Where the Contract requires that design of any part of the works shall be provided by the *Contractor*, he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been effected.
- 2 Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the *Contractor* shall satisfy the *Employer* that such Plant and Materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication.
- 3 Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

### Option B

All Option B clauses apply with the following amplification:-

- (a) The method of measurement is **as indicated in the measurement clauses of SANS 1200.**

(b) The last sentence of Clause 63.13 of Option B states:-

"The *Employer* and the *Contractor* agree, rates and lump sums to be used to assess a compensation event instead of Defined Cost."

(c) When agreed rates and lump sums are used, Compensation Events are assessed as follows:-

- (i) Where in the opinion of the *Project Manager* work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices (including General Items) contained therein as may be applicable; or
- (ii) Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as may be reasonable; or
- (iii) Where work cannot reasonably be valued in accordance with Clauses (c)(i) and (c)(ii) above, suitable rates or prices are agreed upon between the *Project Manager* and the *Contractor* after due consultation by the *Project Manager* with the *Employer* and the *Contractor*; or
- (iv) In respect of additional or substituted work, the *Project Manager* may, if in his opinion it is necessary or desirable, issue an instruction that the work be executed in some other appropriate manner.
- (v) If the parties cannot agree, the *Project Manager* notifies the *Contractor* accordingly and makes his own assessment.

#### Option X7

Delay damages is a penalty in South African Law and the word penalty is to replace delayed damages throughout the Contract.

- a) Penalty for late completion of the whole of the works is R 10,000 per day.

#### Option X13

- (a) The amount of the Guarantee (Performance Bond) is to be calculated as **10 % or 5%** of the tender price.

The Contractor has the option of providing the guarantee of 10% and having the retention money of 5% or providing the guarantee of 5% and having the retention money of 10% taken.

- (b) The Form of Guarantee (or Performance Bond) is in Clause C 1.3 of Part C1.

#### Option X16

- a) The retention percentage is 5% or 10%, depending upon the option X13.

#### Option X18

X18.1 The contractor's responsibility to the employer for the employer's loss is limited to 20% of the contract value.

X18.2 For any one event, the liability of the Contractor to the Employer for loss of or damage to the Employer's property is limited to R 2 million

### Option Z

The additional Conditions of Contract are:-

#### (a) Clause 11.2 (34) – Day

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays, weekends and the annual Christmas break from 16 December to 5 January (both days included) is included in the calculation of the number of days concerned.

#### (b) Clause 26 – Subcontracting

The following process will be followed in terms of subcontractors appointments:

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.
- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid, if applicable.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager and the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

**(b) Clause 28.1 – Intellectual property**

Intellectual property rights (including patents, copyright, trade marks etc) rests with the party owning them and the *Contractor* indemnifies the *Employer* from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]

**(c) Clause 28.2 – Assignment & cession**

Neither the *Contractor* nor the *Employer* may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

**(d) Clause 28.3 – Non-Waiver**

No grant by the *Employer* or the *Contractor* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

**(e) Clause 28.4 – Limitation of the authority of the Project Manager.**

- 1) The Project Manager is authorised to agree increases to the contract value to a maximum of 10% of the contract value or R300,000.00 whichever is the lesser amount, without referring it to the management of the Employer.

In referral to management is necessary, a period of 6 weeks over and above any times allowed in the Contract is to be provided.

**(f) Option B- Clause 63.13**

The last sentence of the clause to A deleted and the following substituted: "The Employer and Contractor agree, rates and lump sums to be used to assess a compensation event instead of Defined cost".

## C1.2 CONTRACT DATA PROVIDED BY CONTRACTOR (ECC3)

### Part Two – Data Provided by the *Contractor*

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

#### Statements given in all contracts

(a) The *Contractor* is

Name .....

Address .....

(b) The *direct fee percentage* is ..... %

(c) The *subcontracted fee percentage* is ..... %

(d) The *working areas* are the Site and .....

(e) The key people are

(1) Name .....

Job .....

Responsibilities .....

Qualifications .....

Experience .....

(2) Name .....  
Job .....  
Responsibilities .....  
.....  
Qualifications .....  
Experience .....

(3) Name .....  
Job .....  
Responsibilities .....  
.....  
Qualifications .....  
Experience .....

(4) Name .....  
Job .....  
Responsibilities .....  
.....  
Qualifications .....  
Experience .....

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

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



**Optional statements (a) If the *Contractor* is to provide Works Information for his design**

The Works Information for the *Contractor's* design is in

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

**(b) If a programme is to be identified in the Contract Data.**

The programme identified in the Contract Data is

.....

**(c) If the *Contractor* is to decide the *completion date* for the whole of the works**

The *completion date* for the whole of works is

.....

**If Option A or B is used**

**Data for SSCC (a) The percentage for people overheads is .....%**

(a) The published list of Equipment is the last edition of the list published by .....

(c) The percentage for adjustment for Equipment in the published list is .....% (state plus or minus).



(d) The rates for other Equipment are

Equipment	size or capacity	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

(e) The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
<b>Site / Contracts Engineer</b>	.....
<b>Commissioning Engineer</b>	.....
<b>Supervisor</b>	.....
<b>Draughtsperson</b>	.....

(f) The percentage of design overheads is ..... %

(g) The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are **all of the categories listed above.**

## C1.3 FORMS OF SECURITIES

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## C1.3 FORMS OF SECURITIES

### Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) (ECC3)

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

Option X4: ~~Parent company guarantee~~  
Option X13: Performance Bond  
Option X14: ~~Advanced payment to the Contractor~~

Each of these Secondary Options requires a bond or guarantee in the form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

This pro forma document is available for use by the Surety on the *Employer's* web page at [www.transnet.net](http://www.transnet.net)

#### **Drafting instructions:**

1. Select the required pro formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the *conditions of contract*.

## Pro forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet Freight Rail  
A Division of Transnet Limited  
Inyanda House 2, Table 3/71  
P O Box 8617  
Johannesburg  
2001

Date:

Dear Sirs,

### Performance Bond for Contract No. SIM 15069CIDB

With reference to the above numbered contract made or to be made between

Transnet Freight Rail, A Division of Transnet SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

Bayhead

(the *works*).

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in *solidum* for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Defects Certificate* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Execution and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner, which the Employer deems, fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

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## Part C1.4 Adjudicator's Contract

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## CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
  - The *period of retention* is ...**N/A**..... weeks.
  - The *law of the contract* is the law of **the Republic of South Africa**
  - The *language of this contract* is **English**.....
  - The amount of the advanced payment is **N/A**.....
  - The Adjudicator's *fee* is...**To be advised**.....per hour.
  - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
  - The *currency of this contract* is **ZAR**.....
  - The Adjudicator's appointment terminates on **(To be advised)**.....

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

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

**If additional conditions of contract are required**

- The *additional conditions of contract* are

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



---

## Part C2: Pricing Data

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## Part C2

### PRICING DATA

#### INDEX

Section	Description	Pages
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## INFRASTRUCTURE PROPERTY TECHNICAL SPECIFICATION

PROJECT SPECIFICATION FOR THE SUPPLY,  
INSTALLATION AND COMMISSIONING OF ROOM AIR-  
CONDITIONING UNITS AND ELECTRICAL WORKS TO  
BE INSTALLED AT VEREENIGING TRANSTEL,  
Asset no – 02BH 008.

BRIEFING DATE: -

CLOSING DATE: -

ADJUDICATION DATE: -

AWARD DATE: -

## INDEX

### APPENDIX 1

- 1.0 SCOPE
- 2.0 GLOSARY TERMS
- 3.0 INFORMATION REQUIRED FROM TENDERERS
- 4.0 REFERENCES
- 5.0 INSTALLATION
- 6.0 CIVIL WORK
- 7.0 ELECTRICAL WORK
- 8.0 ELECTICAL SUPPLY SYSTEM
- 9.0 SERVICE CONDITIONS
- 10.0 TENDERING PROCEDURE
- 11.0 TESTS
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### APPENDIX 2

#### PROJECT SPECIFICATION

- 1.0 SCOPE
- 2.0 DRAWINGS AND HEATLOAD CALCULATION
- 3.0 AIR-CONDITIONING UNITS
- 4.0 ELECTRICAL WORKS.
- 5.0 SITE INSPECTION
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### APPENDIX 3

#### TECHNICAL DATA SHEET

### APPENDIX 4

#### SCHEDULE OF REQUIREMENTS & DEVIATIONS

### APPENDIX 5

#### SCHEDULE OF WORK AND PRICES

## APPENDIX 1

### 1.0 SCOPE

1. This appendix together with accompanying appendix 2 and 3 calls for the supply, installation and commissioning of air conditioners and electrical works which shall in all respects comply to SABS 1125, SABS 0147 and SANS 10142-1.

### 2.0 GLOSARY OF TERMS

- 2.1 MOS Act means the Machinery and Occupational Safety Act (Act 60 of 1983)
- 2.2 OHS Act means the Occupational Health and Safety Act (Act 85 of 1993)
- 2.3 SANS means the South African National Standards.
- 2.4 SANS 10142-1 means the code of practice for wiring of premises, part 1: Low voltage installations, edition 1.01 of 2003.
- 2.5 SANS 10114-1 means the interior lighting regulation, part 1: Artificial lighting of interiors, edition 2.01 of 1998

### 3.0 INFORMATION REQUIRED FROM TENDERERS.

- 3.1 Tenderers shall state whether the make of room air conditioners offered has been inspected and tested by the South African Bureau of Standards and found to be in compliance with SABS 1125.
- 3.2 Where air conditioners offered have been evaluated by the South African Bureau of Standards, tenderers shall submit copies of the Bureau's reports and findings together with their tender submission.
- 3.3 All name plate information in the order as listed in SABS 1125.
- 3.4 Descriptive pamphlets and brochures of equipment offered.
- 3.5 Noise level rating of air conditioners offered.
- 3.6 An electrical certificate of compliance for work performed.
- 3.7 All electrical material offered shall be SABS approved.

(TRANSNET 287)

- 3.8 All information requested in appendix 3 accompanying this schedule.
- 3.9 Failure to submit the above information may preclude a tender from consideration.

#### 4.0 REFERENCES.

The following publications (latest edition) are referred to herein and used to Compile this specification:-

- 4.1 **Occupational Health and Safety Act.**  
Act 85 of 1993 - OHS Act
- 4.2 Act 6 of 1983 - MOS Act
- 4.3 **South African Bureau of Standard:-**  
SABS 1125 - Standard specification for Room Units.
- 4.4 **South African Bureau of Standards:-**  
SANS 10142-1
- 4.5 **South African Bureau of Standards:-**  
SANS 10114-1

#### 5.0 INSTALLATION.

- 5.1 Installation of air conditioners shall be completed in a workmanlike manner and fully in accordance with the manufacturer's installation instructions and specific requirement of Spoornet as laid down in appendix 2.
- 5.2 The air conditioning contractor shall follow the normal rules of good refrigeration practice for pipe sizing, system cleaning, drying, charging and leak testing. All air-conditioning or refrigeration work shall comply to SABS 10147.
- 5.3 Refrigerant pipes shall be insulated with a suitable material such as "armaflex" or similar.
- 5.4 All condensing units shall be mounted against the wall on suitable painted, powder coated or galvanised brackets or bolted on to a proper cast plinth with suitable vibration pads between the foot pieces and the mounting surface.
- 5.5 Manufacturer's installation and operating instructions shall be included in the delivery of air conditioners.
- 5.6 Drain points for condensate water will be available.  
The contractor shall connect the condensate water drainpipe to these drain points and ensure that there is proper discharge of condensate water.

- 5.7 If any doubt exists regarding adequate fall of condensate water pipes the air conditioning contractor shall provide a condensate water lift pump.
- 5.8 Unless otherwise stated in appendix 2, the contractor shall be responsible to restore all wall and floor waterproofing were overturned during construction.
- 5.9 Indoor units shall be installed in a suitable position so as to provide proper air distribution.
- 5.10 Where refrigerant pipes between the indoor and condensing units are exposed, these pipes shall be concealed in egaduct or similar or fastened on to the galvanised cable racking. The colour of the respective ducts shall match the colour of wall it is mounted on.

## **6.0 CIVIL WORK**

- 6.1 Openings in the walls, floors, roofs etc for the air-conditioning equipment will be for the responsibility of the contractor.
- 6.2 The contractor shall ensure that all openings are made weatherproof and that the paintwork be restored to the original colour.
- 6.3 The contractor will be responsible to seal off and weatherproof all openings where old equipment has been removed.

## **7.0 ELECTRICAL WORK**

- 7.1 Electrical/control cables exposed within occupied spaces shall be concealed in a suitable duct such as "Egaduct" or similar and on the outside of the building in a suitable PVC or Steel Metal duct.
- 7.2 Electrical/control cables shall be properly secured to ceilings, walls, floors, etc. by means of saddles /poly saddles /cable clips or suitable trunking and shall be protected against any form of mechanical damage.
- 7.3 Suitable cable glands shall be used to all electrical and control cables, enter/exit the unit and or switch boxes.
- 7.4 Unless otherwise stated in appendix 2, the contractor shall provide openings in the walls, roofs or floors for pipes and cables as well as making good thereafter.
- 7.5 Unless otherwise stated in appendix 2, others will provide an electrical supply. full details at the time of tendering.
- 7.6 All electrical work shall comply to SANS 10142-1.
- 7.7 The contractor shall, when working on distribution boards label all new



circuits as well as any circuits that have been altered or added during the electrical works.

7.8 Where electrical control cables between the indoor and condensing units are exposed, these cables shall be concealed in egaduct or similar or fastened on to galvanised cable racking. The colour of the respective ducts shall match the colour of the wall it is mounted on.

7.9 The contractor shall, when making terminations of any kind, do so in suitable termination boxes, junction boxes or equivalent so that during maintenance Or repair work, all connections can be accessed.

## 8.0 ELECTRICITY SUPPLY SYSTEM

8.1 The electricity supply system will be three phase, 4 wire, 50Hz alternating current with earthed neutral, at a nominal voltage of 380/220v.

8.2 The voltage may vary within the range of 954 percent to 105 percent of the Nominal and equipment offered shall be suitable for successful operation at Any voltage within these ranges.

8.3 The contractor shall separate circuits for lighting, socket outlets etc, so as to be able to balance loads over the phases.

## 9.0 SERVICE CONDITIONS

9.1 The equipment shall be designed and rated for continuous operation under the following conditions :-

Altitude	:0 to 1800 meters above sea level
Ambient temperature	:-5degrees to + 40 degrees Celsius (daily Average of +35degrees Celsius)
Humidity	:As high as 86 percent.

## 10.0 TENDERING PROCEDURE

10.1 Tenderers shall indicate clause by clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.

10.2 The tenderer shall motivate a statement of non-compliance.

10.3 Equipment type test certificates as specified shall be submitted with the tender. These shall be in English or a certified translation.

10.4 Tenderers shall submit descriptive literature consisting of detailed technical Specifications, general construction details and principal dimensions,

together with clear illustrations of the equipment offered.

- 10.5 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the of the contract.

#### **11.0 TESTS**

- 11.1 The contractor shall be responsible for carrying out all functional tests after installation of units.

- 11.2 The contractor shall arrange with the Manager or his representative to be present to witness the on site tests on the system.

#### **12.0 COMMISSIONING OF EQUIPMENT**

- 12.1 Commissioning of equipment will only take place after all defects have been rectified to the satisfaction of the Manager.
- 12.2 On completion of commissioning the contractor will hand the equipment over to the Manager or his representative together with an Electrical Certificate of Compliance with SANS 10142-1.

#### **13.0 GUARANTEE**

- 13.1 All equipment shall be guaranteed against faulty workmanship and/or material for a period of 12 months after acceptance of the installation, The contractor shall be required to perform x3 minor services and x1 major service on the air-conditioning equipment during this period.

#### **14.0 MAINTENANCE SCHEDULE**

- 14.1 Contractors must submit with their tenders, a maintenance schedule as per the Manufacturer's recommendation for the specific product supplied. The schedule will include the cleaning (taking into the account the operational environment of the premises) and the replacement cycle of the given device.

## PROJECT SPECIFICATION

### 1.0 SCOPE

- 1.1 This specification calls for the supply, installation and commissioning of air-conditioning equipment as well as electrical works to be completed at Vereeniging Transtel , Asset no: - 02 BH 008

### 2.0 DRAWINGS AND HEATLOAD CALCULATION

- 2.1 The attached sketches indicate the floor plan layout and ceiling layout of the air-conditioned space and Load calculation sheet.

### 3.0 AIR CONDITIONING UNITS

#### Room 1

- 3.1.1 Air-Conditioning shall be achieved by means of x1 18 000 Btu Wall split unit.
- 3.1.2 The unit shall have a cooling capacity of no less than 18 000Btu
- 3.1.3 A heating facility is required and shall preferably be reverse cycle operation of no less than 18 000Btu
- 3.1.4 The power supply point (waterproof isolator) will be provided adjacent to each condensing unit by the contractor. Power supply to be obtained from the distribution board with motor rated circuit breaker complete
- The Air-conditioning contractor shall be responsible for the electrical connection between the indoor and outdoor units of the split system air conditioning units.
- 3.1.5 The contractor shall provide a condensate water drain pipe to the outside.
- 3.1.6 The air conditioning unit shall be of the inverter type.
- 3.1.7 The unit shall have a wall mount hard wired control.

#### 3.2 Servo Room

- 3.2.1 Air-Conditioning shall be achieved by means of x1 24 000 Btu Wall split unit.
- 3.2.2 The unit shall have a cooling capacity of no less than 24 000Btu
- 3.2.3 A heating facility is required and shall preferably be reverse cycle operation of no less than 24 000Btu

- 3.2.4 The power supply point (waterproof isolator) will be provided adjacent to each condensing unit by the contractor. Power supply to be obtained from the distribution board with motor rated circuit breaker complete

The Air-conditioning contractor shall be responsible for the electrical connection between the indoor and outdoor units of the split system air conditioning units.

- 3.2.5 The contractor shall provide a condensate water drain pipe to the outside.

- 3.2.6 The air conditioning unit shall be of the inverter type.

- 3.2.7 The unit shall have a wall mount hard wired control.

#### **4.0 ELECTRICAL REQUIREMENTS**

##### **4.1 New Newtel Office**

- 4.1.1 The contractor shall supply and install x6, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.1.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x6, utilising the existing power supply.
- 4.1.3 The contractor shall supply and install x 20m hammertone grey double channel power skirting with all bends, end caps and accessories complete.
- 4.1.4 The contractor shall supply and install x6 white socket outlets complete.
- 4.1.5 The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.
- 4.1.6 The contractor shall replace the existing 3 lever light switch and incorporate a two way switch to the new light switch at the new entrance, supply and install 1x two way switch, chased in at the new entrance door.

##### **4.2 Room 6**

- 4.2.1 The contractor shall supply and install x2, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.2.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x2, utilising the existing power supply.
- 4.2.3 The contractor shall supply and install x 12m, hammertone grey double channel power skirting with all bends, end caps and accessories complete.

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- 4.2.4 The contractor shall supply and install x4 white socket outlets complete.
- 4.2.5 The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.
- 4.2.6 Replace existing single lever light switch.

**4.3 Room 4 + 5**

- 4.3.1 The contractor shall supply and install x4, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.3.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x4, utilising the existing power supply.
- 4.3.3 The contractor shall supply and install x 20m hammertone grey double channel power skirting with all bends, end caps and accessories complete.
- 4.3.4 The contractor shall supply and install x12 white socket outlets complete.
- 4.3.5 The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.
- 4.3.6 Replace existing single lever light switch x2
- 4.3.7 The contractor shall remove the distribution board and all cabling and accessories complete (Remain the property of Transnet).
- 4.3.8 The contractor shall remove all surface mount socket outlets, tubing, heaters and accessories complete.

**4.4 Room 3**

- 4.4.1 The contractor shall supply and install x2, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.4.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x2, utilising the existing power supply.
- 4.4.6 Replace existing single lever light switch.

**4.5 Kitchen**

- 4.5.1 The contractor shall supply and install x1, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low

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brightness diffusers complete.

- 4.5.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x1, utilising the existing power supply.
- 4.5.3 The contractor shall isolate and blank off socket outlet at sink.
- 4.5.4 The contractor shall supply and install x3 double socket outlets, these socket outlets shall be chase into the wall complete
- 4.5.5 The contractor shall re-route the geyser power supply to the new geyser location on the outside of the building, this shall include a waterproof isolator and all earthing and bonding complete.
- 4.5.6 Replace existing single lever light switch.

#### **4.6 Room 16 + Entrance**

- 4.6.1 The contractor shall supply and install x6, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.6.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x6, utilising the existing power supply.
- 4.6.3 The contractor shall supply and install x 12m hammertone grey double channel power skirting with all bends, end caps and accessories complete.
- 4.6.4 The contractor shall supply and install x6 white socket outlets complete.
- 4.6.5 The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.
- 4.6.6 Replace existing double lever light switch.
- 4.6.7 Replace existing single lever light switch.
- 4.6.8 The contractor shall remove supply and install x2 power poles with x4 socket outlets and x4 data outputs complete.
- 4.6.9 The contractor shall remove all surface mount socket outlets, tubing, heaters and accessories complete.

#### **4.7 Room 1**

- 4.7.1 The contractor shall supply and install x4, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.



- 4.7.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x4, utilising the existing power supply.
- 4.7.3 The contractor shall supply and install x 22m hammertone grey double channel power skirting with all bends, end caps and accessories complete.
- 4.7.4 The contractor shall supply and install x4 white socket outlets complete.
- 4.7.5 The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.
- 4.7.6 Replace existing single lever light switch
- 4.7.7 The contractor shall remove the distribution board and all cabling and accessories complete (Remain the property of Transnet).
- 4.7.8 The contractor shall remove all surface mount socket outlets, tubing, heaters and accessories complete.

#### **4.8 Gents toilet.**

- 4.8.1 The contractor shall supply and install x1, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.8.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x1, utilising the existing power supply.

#### **4.9 Females toilet.**

- 4.9.1 The contractor shall supply and install x1, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.9.2 The contractor shall remove the existing light fitting and supply and install 6 amp un switched socket outlets x1, utilising the existing power supply
- 4.9.3 The contractor shall relocate the light switch to the new location at the new door, this light switch shall be chased into the wall complete.

#### **4.10 Passage**

- 4.10.1 The contractor shall supply and install x5, 600 x1200 4 tube recessed fluorescent fittings with 3 meter cord, 6 amp plug top, lamps and low brightness diffusers complete.
- 4.10.2 The contractor shall remove the existing light fitting and supply and install 6



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amp un switched socket outlets x5, utilising the existing power supply.

#### **4.11 General**

- 4.11.1 The contractor shall issue an Electrical Certificate of Compliance for work completed.

**NB : - All socket outlets, isolators and light switches to match the existing brand.  
All circuit breakers to match the existing Brand.  
All Fluorescent lighting shall have Electronic Control Gear (ECG).  
All pipes, boxes and distribution boards to be chased into the wall and made good thereafter.  
All old air conditioning equipment remains the property of Transnet.  
A "COC" SHALL BE ISSUED ON COMPLETION OF WORKS.**

#### **5.0 SITE INSPECTION**

- 5.1 A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the covering letter.

#### **6.0 GENERAL**

- 6.1 Should any technical information be required, tenderers may contact Mr. J Labuschagne.(083 783 1725) office (011 773-7632).
- 6.2 Tenderers shall quote their earliest completion time, as the work is urgently required.
- 6.3 Brochures of equipment shall be submitted with tenders.

TENDERER'S SIGNATURE ..... DATE .....

**TECHNICAL DATA SHEET**

- 1.0 Number of air conditioning units offered \_\_\_\_\_
- 2.0 Manufacturer of units \_\_\_\_\_
- 3.0 Make of units \_\_\_\_\_
- 4.0 Model number of units \_\_\_\_\_
- 5.0 Cooling capacity of each unit at 22 °C room temperature  
\_\_\_\_\_ kW.
- 5.1 Heating capacity of each unit \_\_\_\_\_ kW.
- 5.1.1 Type of heating facility (electric element or reverse cycle)  
\_\_\_\_\_
- 6.0 Noise level rating of each unit \_\_\_\_\_
- 7.0 Electrical power supply required  
\_\_\_\_\_
- 8.0 Installation period \_\_\_\_\_ working days.

TENDERER'S SIGNATURE ..... DATE .....

**SCHEDULE OF REQUIREMENTS AND DEVIATIONS**

Special requirements and deviations from the specifications

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**SCHEDULE OF WORK AND PRICES**

DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
1) Supply and install 18 000 Btu wall type split unit(Inverter Type).	1	ea	R	R
2) Supply and install 24 000 Btu wall type split unit (Inverter Type).	1	ea	R	R
3) Supply and install 600 x 1200 4 tub recessed fluorescent fittings with prismatic diffuser, 3meter cord, 6 amp plug top, cool white lamps and "ECG" complete.	32	ea	R	R
4) Supply and install 6 amp un switched socket outlets.	32	ea	R	R
Supply and install power skirting.	86	m	R	R
5) Supply and install power skirting socket outlets as indicated.	32	ea	R	R
6) The contractor shall lower the existing socket outlets by chasing into the wall and installing tubing to the correct height so as to power socket outlets in power skirting, blank off existing socket outlet.	5	job	R	R
7) The contractor shall replace the existing 3 lever light switch and incorporate a two way switch to the new light switch at the new entrance, supply and install, 1x two way switch, chased in at the new entrance door.	1	job	R	R
8) Replace existing single lever light switch.	7	ea	R	R
9) Replace existing double lever light switch.	1	ea	R	R
10) The contractor shall remove the distribution board and all cabling and accessories complete (Remain the property of Transnet).	2	job	R	R
11) The contractor shall remove all surface mount socket outlets, tubing, heaters and accessories complete.	3	job	R	R
12) The contractor shall isolate and blank off socket outlet at zink.	1	job	R	R

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13) The contractor shall supply and install x3 double socket outlets, these socket outlets shall be chase into the wall complete.	1	job	R	R
14) The contractor shall re-route the geyser power supply to the new geyser location on the outside of the building, this shall include a waterproof isolator and all earthing and bonding complete.	1	job	R	R
15) The contractor shall move the light switch to the new location at the new door, this light switch shall be chased into the wall complete.	1	job	R	R
16) The contractor shall remove supply and install x2 power poles with x4 socket outlets and x4 data outputs complete.	2	ea	R	R
17) Certificate of compliance.	1	job	R	R

GROSS TOTAL R \_\_\_\_\_

14%VAT R \_\_\_\_\_

AMOUNT DUE R \_\_\_\_\_

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**12. TENDER SITE MEETING:**

A **COMPULSORY** site information meeting will be held at the following venue:

Venue : VERENIGING STATION

Time : 10H00

Date :

The site meeting is compulsory and companies not attending **will not be considered** during the tender awarding process.

**Contact people on sites: (L. J. BLOM Tel: 083 7041798)**

**12.1. ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

Site information requirements

.....  
TRANSNET'S REPRESENTATIVE

.....  
TENDERER'S REPRESENTATIVE

DATE .....

**VERY IMPORTANT**

**ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS**

**SIGNATURE OF TENDERER:** ..... **Date:** .....



SCHEDULE OF WORK AND PRICES				
	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1. Remove existing concrete areas approximately 80mm thick and dump at a legal dumping site	80	M <sup>2</sup>		
2. Prepare area and pave with 220 x 108 x 50mm Burgundy Paving bricks	536	M <sup>2</sup>		
3. Remove tree trunks complete with roots	6	Ea.		
4. Provide and erect a barrel type sky roof (7.00 x 3.00) in front of office. Sky roof to consist of 4mm acrylic sheets, medium tinted with bronze strips. 6/100mm uprights to be fitted in 400 x 400 x 400mm concrete with steel gutters (220 x 120) fitted and rubberized inside. Final coat for gutters outside and posts to be bronze painted.	21	M <sup>2</sup>		
5. Apply two coats of bituminous aluminium paint to roof	260	M <sup>2</sup>		
6. Remove existing garage door for scrap	1	Ea.		
7. Brick up 230mm garage door opening (5.15 M <sup>2</sup> ) with face outside to match existing face brick and plaster on the inside and 230mm brick force fitted every 5 <sup>th</sup> row, and build in new wooden double door complete with doors to match existing double doors	1	Job		
8. Brick up 230mm single door opening with face outside to match existing face brick and plaster on the inside	1	Ea.		
9. Brick up 110mm single door opening and plaster both sides	1	Ea.		
10. Build interior 110mm single wall in toilet 3.30 M <sup>2</sup> opening with new left hand door frame with FL&B hard wood door complete plaster both sides	1	Ea.		
11. Move existing double door to the exterior wall of the building	1	Job		
12. Brake out new opening on the exterior wall and build in new left hand door frames with FL&B hard wood doors complete	2	Ea.		
13. Brake out new opening on the interior wall and build in new left hand door frames with FL&B hard wood doors	2	Ea.		



complete				
14. Brake out new 3 meter arch opening complete on the interior wall and make good plaster and primer paint included	1	Ea.		
15. Demolish interior half brick wall complete to provide new board room	15.88	M <sup>2</sup>		
14. Brake out existing build in cupboard complete	1	Job		
15. Plaster both sides to match existing (were wall and cupboard are demolished)	1.52	M <sup>2</sup>		
16. Provide and install new security steel double gates 1.97 x 3.00 meter high	2	Ea.		
17. Provide and build in a new 1.33 x 1.92 meter window frame complete with burglar bars to match existing with glass and undercoat and white high gloss finishing	1	Ea.		
18. All existing electrical and water pipes to be in the wall (All chasing plaster and one coat primer paint must be included)	1	Job		
19. Remove and replace galvanized gutter with as 8 down pipes to match existing	84.54	Meter		
20. Remove sink unit and fit new 1.80 meter melamine unit with 10L under sink kwikot geyser complete to be fitted with doors and double stainless steel bowl with cobra mixer tap fitted complete grey blended top to it.	1	Item		
21. Supply and fit new 1.80 meter melamine unit with double doors above sink unit.	1	Item		
22. Supply and fit new 1.80 meter melamine unit with double doors complete with grey blended top next to sink unit.	2	Item		
22. Fit new 200 x 200mm wall tiles above sink and in between cupboards with white grouting.	1.75	M <sup>2</sup>		
22. Remove old wooden floor blocks as scrap	143	M <sup>2</sup>		
22. Chip floor and lay topping ready for tiles	143	M <sup>2</sup>		
23. Floor area to be tile with Ceramic GNN553 including a 80mm tile skirting with water proofing adhesive and 5 mm. grey grouting Provide steel protecting floor strip at entrances.	285	M <sup>2</sup>		
24. Supply and install suspended ceiling T38 with fisher boards	285	M <sup>2</sup>		

complete, one meter below concrete roof (ceiling)				
25. Replace 2 lever union door lock with handles complete	4	Ea.		
26. Remove and replace toilet pan sets with push button assembly complete with new white hard toilet seats	1	Ea.		
27. Remove and replace ceramic pedestal white wash hand basins complete with cobra heavy duty hot and cold 15mm pillar taps to it, 15mm flexi connectors 4ea, 15mm lever stop taps, 40mm waste p traps.	2	Ea.		
28. Supply new ceramic urinals to Gents toilet complete with Johnson junior Flash master kids, 40mm waste Bottle traps	1	Ea.		
29. Paint walls outside 2 coats pva Barely Beige code 3h1-1	30	M <sup>2</sup>		
30. Apply two coats Clear Brick Dressing to Face bricks.	306	M <sup>2</sup>		
31. Paint already painted walls 2 coats eggshell Dulux wash n wear silk Barely Beige code 3h1/1	220	M <sup>2</sup>		
32. Paint door frames 2 coats Dulux River Rock code 6J1-7	11	Ea.		
33. Paint door and frame 2 coats varnish wood doc 5 incl. sanding	5	Ea.		
34. Paint double door frames 2 coats varnish wood doc including sanding	2	Ea.		
34. Remove and refit burglar bars 1.56 x 1.92 0.65 x 1.92 1,33 x 1.92	4 9 10	Ea. Ea. Ea.		
35. Paint windows in and exterior u/coats and final white gloss incl. burglar bars and front and back putty 1.56 x 1.92 0.65 x 1.92 1,33 x 1.92	4 9 10	Ea. Ea. Ea.		
36. Paint steel gate 1 coat black gloss	1	Ea.		
37. Paint window sills both sides black gloss	10	Meter		
38. Paint pipes outside white undercoat plus one coat white high gloss	1	Item		
39. Remove existing blinds and replace with new Onica Navy Turquoise 10/5 1.56 x 1.92	4	Ea.		

<p style="color: red; font-size: 48px; transform: rotate(-45deg); opacity: 0.5;">"PREVIEW COPY ONLY"</p>	
<p><b>GROSS TOTAL</b>    R_____</p>	
<p><b>14% V.A.T.</b>    R_____</p>	
<p><b>AMOUNT DUE</b>    R_____</p>	

## SPECIFICATION

1. Remove existing concrete areas approximately 80mm thick and dump at a legal dumping site
2. Prepare area and pave with 220 x 108 x 50mm Burgundy Paving bricks
3. Remove tree trunks complete with roots
4. Provide and erect a barrel type sky roof (7.00 x 3.00) in front of office. Sky roof to consist of 4mm acrylic sheets, medium tinted with bronze strips. 6/100mm uprights to be fitted in 400 x 400 x 400mm concrete with steel gutters (220 x 120) fitted and rubberized inside. Final coat for gutters outside and posts to be bronze painted.
5. Apply two coats of bituminous aluminium paint to roof
6. Remove existing garage door for scrap
7. Brick up 230mm garage door opening (5.10 M<sup>2</sup>) with face outside to match existing face brick and plaster on the inside and 230mm brick force fitted every 5<sup>th</sup> row, and build in new wooden double door complete with doors to match existing double doors
8. Brick up 230mm single door opening with face outside to match existing face brick and plaster on the inside
9. Brick up 110mm single door opening and plaster both sides
10. Build interior 110mm single wall in toilet 3.30 M<sup>2</sup> opening with new left hand door frame with FL&B hard wood door complete plaster both sides
11. Move existing double door to the exterior wall of the building
12. Brake out new opening on the exterior wall and build in new left hand door frames with FL&B hard wood doors complete
13. Brake out new opening on the interior wall and build in new left hand door frames with FL&B hard wood doors complete
14. Brake out new 3 meter arch opening complete on the interior wall and make good plaster and primer paint included
15. Demolish interior half brick wall complete to provide new board room
14. Brake out existing build in cupboard complete
15. Plaster both sides to match existing (were wall and cupboard are demolished)
16. Provide and install new security steel double gates 1.97 x 3.00 meter high
17. Provide and build in a new 1.33 x 1.92 meter window frame complete with burglar bars to match existing with glass and undercoat and white high gloss finishing
18. All existing electrical and water pipes to be in the wall (All chasing plaster and one coat primer paint must be included)
19. Remove and replace galvanized gutters with as 8 down pipes to match existing
20. Remove sink unit and fit new 1.80 meter melamine unit with 10L under sink kwikot geyser complete to be fitted with doors and double stainless steel bowl with cobra mixer tap fitted complete grey blended top to it.
21. Supply and fit new 1.80 meter melamine unit with double doors above



sink unit.

22. Supply and fit new 1.80 meter melamine unit with double doors complete with grey blended top next to sink unit.

22. Fit new 200 x 200mm wall tiles above sink and in between cupboards with white grouting.

22. Remove old wooden floor blocks as scrap

22. Chip floor and lay topping ready for tiles

23. Floor area to be tile with Ceramic GNN553 including a 80mm tile skirting with water proofing adhesive and 5 mm. grey grouting Provide steel protecting floor strip at entrances.

24. Supply and install suspended ceiling T38 with fisher boards complete, one meter below concrete roof (ceiling)

25. Replace 2 lever union door lock with handles complete

26. Remove and replace toilet pan sets with push button assembly complete with new white hard toilet seats

27. Remove and replace ceramic pedestal white wash basins complete with cobra heavy duty hot and cold 15mm pillar taps to it, 15mm flexi connectors 4ea, 15mm lever stop taps, 40mm waste p traps.

28. Supply new ceramic urinals to Gents toilet complete with Johnson junior Flash master kids, 40mm waste Bottle traps

29. Paint walls outside 2 coats pva Barely Beige code 3h1-1

30. Apply two coats Clear Brick Dressing to Face bricks.

31. Paint already painted walls 2 coats eggshell Dulux wash n wear silk Bareley Beige code 3h1/1

32. Paint door frames 2 coats Dulux River Rock code 6J1-7

33. Paint door and frame 2 coats varnish wood doc 5 incl. sanding

34. Paint double door frames 2 coats varnish wood doc including sanding

34. Remove and refit burglar bars

1.56 x 1.92

0.65 x 1.92

1,33 x 1.92

35. Paint windows in and exterior u/coats and final white gloss incl. burglar bars and front and back putty

1.56 x 1.92

0.65 x 1.92

1,33 x 1.92

36. Paint steel gate 1 coat black gloss

37. Paint window sills both sides black gloss

38. Paint pipes outside white undercoat plus one coat white high gloss

39. Remove existing blinds and replace with new Onica Navy Turquoise 10/5

1.56 x 1.92

0.65 x 1.92

1,33 x 1.92

#### OWN MEUSUREMENTS TO BE TAKEN

40. Site establishment

41. Safety file

42. Keep site clean

"PREVIEW COPY ONLY"



**TRANSNET**



(REGISTRATION NO.1990/000900/30)

**TRADING AS TRANSNET Freight Rail**

**MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE  
JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR  
CONTRACTOR'S PERSONNEL**

**1. CAMPS**

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

**2. HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.

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- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

### 3. WATER SUPPLY AND ABLUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

### 4. SANITATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pit latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedding shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

## 5. RATIONS

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

P02b-06 (JLH)

**TRANSNET**



**TRANSNET SOC LTD**  
(Registration no. 1990/000900/30)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet SOC Ltd (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 "**fall protection plan**" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 "**health and safety file**" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 "**Health and Safety Plan** " means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 "**Risk Assessment**" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 "**the Act**" means the Occupational Health and Safety Act No. 85 of 1993.
- 3. Procedural Compliance**
- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or



(b) includes the use of explosives to perform construction work; or

(c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

(a) includes excavation work deeper than 1m; or

(b) includes working at a height greater than 3 metres above ground or a landing.

3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Project Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

## 5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;



- (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
  - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Project Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks 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;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Project Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**ANNEXURE 1**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

\_\_\_\_\_

6. Names of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_  
**Principal Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Date**

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_ I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

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

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

*Signature :-* \_\_\_\_\_

*Designation* \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

I, \_\_\_\_\_ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.

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

*Signature :-* \_\_\_\_\_

*Designation :-* \_\_\_\_\_

**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**DECLARATION**

In terms of the above Act I, \_\_\_\_\_ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

**Signature :-** \_\_\_\_\_

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

**"PREVIEW COPY ONLY"**

**ANNEXURE 4**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET SOC LTD)**

**SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)  
Name of Contractor/Builder :- \_\_\_\_\_  
Contract/Order No.: \_\_\_\_\_

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with  
(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : \_\_\_\_\_  
PROJECT MANAGER

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

**ACKNOWLEDGEMENT OF RECEIPT**

Name of Contractor/Builder :- \_\_\_\_\_ I,  
\_\_\_\_\_ do hereby acknowledge and accept the duties  
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and  
Safety Act; Act 85 of 1993.

Name : \_\_\_\_\_

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

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

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



<b>Tender: Risk Management Guideline</b>		
<b>Risk Management Plans</b>		
Company Name		
Tender Description		
Tender Number		
Date		
<b>1. Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the Tenderer's site aligned to applicable standards</b>		<b>Submitted</b>
		<b>YES</b>
		<b>NO</b>
<b>1.1 BCP Risk Assessment for the project</b>		
Please provide a Business Continuity Plan inclusive of the following:		
<ul style="list-style-type: none"> <li>- Identification of risks of service interruption during the project</li> <li>- Ranking of the risks</li> <li>- Mitigation of those risks</li> <li>- Responsible person</li> </ul>		
<b>1.2 Business Impact Analysis</b>		
<ul style="list-style-type: none"> <li>- Identification of critical processes within the project</li> <li>- Recovery Time Objective in case of any interruption that may arise</li> <li>- Recovery Strategy: how will the supplier recover</li> <li>- Operational dependencies eg: Operational equipment, telephones etc needed to ensure continuity</li> <li>- Alternative supply of equipment and / or supply of extra staff</li> <li>- Battle box (It comprises all necessary documentation, equipment required for continuity)</li> </ul>		
<b>1.3 Business Continuity Plan</b>		
<ul style="list-style-type: none"> <li>- Emergency operating procedures</li> <li>- Business continuity invocation action</li> <li>- Project recovery resources</li> <li>- Business / Supplier contact list</li> <li>- Emergency contacts</li> <li>- Document quality assurance control</li> </ul>		
<b>2. Project Operational Risk Assessment : Identification of project delivery risks</b>		
<ul style="list-style-type: none"> <li>- Project delivery risks in accordance with the project activities / Scope</li> </ul>		
<b>All risks should have mitigating measures and responsible person</b>		
<b>3. Environmental Management Plans</b>		
<ul style="list-style-type: none"> <li>- Submit Environmental Management Plan as per Part B of the SHEQ Plan Guideline included in the tender document</li> </ul>		
<b>Company Representative Name</b>		
<b>Signature</b>		