

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON
AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING
AREAS**

RFP NUMBER	: HOAC-VYG-32524
ISSUE DATE	: 25 October 2021
COMPULSORY BRIEFING (Two sessions)	: 03 November 2021 – Empangeni Area 04 November 2021- Vryheid Area
CLOSING DATE	: 16 November 2021
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	:12 weeks from closing date (18 February 2022)

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	The provision of general civil and building maintenance on an as and when required for Empangeni, Vryheid and surrounding areas for a period of 24 months										
TENDER FEE AND BANKING DETAILS	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za FREE OF CHARGE. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] on a CD for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead. <u>If a CD containing the RFP is required, prior arrangements must be made one (1) day in advance with the contact person listed below.</u> This CD containing the RFP may be collected during work hours.</p> <p>Payment is to be made as follows:</p> <table> <tr> <td>Account Name:</td><td>Transnet Freight Rail</td></tr> <tr> <td>Account:</td><td>Standard Bank</td></tr> <tr> <td>Account number:</td><td>203158598</td></tr> <tr> <td>Branch code:</td><td>004805</td></tr> <tr> <td>Reference:</td><td>HOAC-VYG-32524</td></tr> </table> <p><u>NOTE:</u></p> <ol style="list-style-type: none"> 1. This amount is not refundable. Proof of payment for such payment made must be presented when collecting the RFP. 2. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures. 	Account Name:	Transnet Freight Rail	Account:	Standard Bank	Account number:	203158598	Branch code:	004805	Reference:	HOAC-VYG-32524
Account Name:	Transnet Freight Rail										
Account:	Standard Bank										
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Reference:	HOAC-VYG-32524										

<p>COLLECT OF RFP FROM:</p>	<p>APPLICABLE COLLECTION ADDRESS: THE CHAIRMAN TRANSNET FREIGHT RAIL SUPPLY CHAIN SERVICES 100 EEL ROAD BAYHEAD, DURBAN, 4052 Contact Person: Lindiwe Sithole Email address: lindiwe.sithole2@transnet.net</p>
<p>ISSUE DATE AND COLLECTION DEADLINE</p>	<p>Between 09:00 and 15:00 from Monday, (25 October 2021) until Tuesday (02 November 2021). Note: If a tender fee is applicable, payment must be affected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect the RFP on behalf of a Tenderer, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP.</p>
<p>COMPULSORY TENDER CLARIFICATION MEETING</p>	<p>A Compulsory Tender Clarification Meeting will be conducted as follows: <u>EMPANGENI AREA:</u> Venue: Mega Hub, Transnet Property, 20 Brandon Road, Empangeni, 3880. Co-ordinates 28°46'04.4"S 31°54'31.0" Date: 03 November 2021, Time: 10:00am [10 O'clock] for a period of ± 1 (one) hour. [Tenderers to provide own transportation and accommodation]. <u>VRYHEID AREA:</u> Venue: Area Manager Building, Vryheid East. Co-ordinates 27°47'40.4"S 30°49'41.9" For directions you can call: 060 564 6076 Date: 04 November 2021, Time: 10:00am [10 O'clock] for a period of ± 1 (one) hour. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Tenderers must adhere to the COVID-19 protocols and guidelines: <ul style="list-style-type: none"> • Wearing of masks • Social and physical distancing • Screening • Registration </p>

	<p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00 on (16 November 2021)</p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: HOAC-VYG-32524

Description: The provision of general civil and building maintenance on an as and when required for Empangeni, Vryheid and surrounding areas

Closing date and time: 16 November 2021 at 10:00

Closing address: Transnet Freight Rail, 100 Eel Road, Bayhead, Durban, 4052

All submissions must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location Transnet Freight Rail, 100 Eel Road, Bayhead, Durban, 4052 and must be addressed as follows:

THE SECRETARIAT, ACQUISITION COUNCIL
TRANSNET FREIGHT RAIL TENDER BOX
SUPPLY CHAIN SERVICES
100 EEL ROAD
BAYHEAD
DURBAN
4052

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 Dispatch by courier

- If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT, ACQUISITION COUNCIL
TRANSNET FREIGHT RAIL TENDER BOX
SUPPLY CHAIN SERVICES
100 EEL ROAD
BAYHEAD
DURBAN
4052

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

4. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

5. DISCLAIMERS

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

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 5.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 5.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 5.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 5.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 5.11. Transnet reserves the right to exclude any Tenderers from the tender 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, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-18, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference
number..... (Tender Data)

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

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

AND INTENTION TO TENDER

(To be returned within 5 days after receipt)

FAX TO: Transnet Freight Rail

Attention:

Email: Barbara.Bhengung@ransnet.net

Tender No.: HOAC-VYG-32524

Barbara Bhengu

Tender No.: HOAC-VYG-32524

Closing Date: 16 November 2021

**For: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN
REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS**

Check

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

Yes

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

No

REASON FOR NOT TENDERING:

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

SIGNATURE: _____

TITLE: _____



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF SERVICE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail 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 in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Cost Reimbursable
Part C3: Scope of work	C3.1 Service Information
Part C4: Site information	C4.1 Site information



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF SERVICE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Barbara Bhengu
	Address:	4 Kiewiet Street, Malahle House, Empangeni
	Tel No.	035 906 7669
	E – mail	Barbara.Bhengu@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of Level 2 or Higher.
- b) Only Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSE) are eligible to submit a tender offer.
- c) Pre-qualification Criteria Schedule: Sub-Contract

Tenderers are required to meet the pre-qualification criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

3. Stage Three - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction
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TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF SERVICE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

Industry Development Regulations, designation of **4GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. The lead partner has contractor designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition; 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 4GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-1 certificate of attendance** signed off by the Employer's authorised representative.

- C.2.12 No alternative tender offers will be considered.

- C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (1) copy** and **a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

- C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that
C2.15.1 are to be shown on each tender offer package are:



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF SERVICE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

Location of tender box	TRANSNET FREIGHT RAIL SUPPLY CHAIN SERVICES DURBAN
Physical address:	THE CHAIRMAN TRANSNET FREIGHT RAIL SUPPLY CHAIN SERVICES 100 EEL ROAD BAYHEAD DURBAN, 4052
Identification details:	The tender documents must be submitted labelled with: <ul style="list-style-type: none"> Name of Tenderer: Contact person and details: The Tender Number: HOAC-VYG-32524 The Tender Description: The provision of general civil and building maintenance on an as and when required for Empangeni, Vryheid and surrounding areas for a period of 24 months Documents must be marked for the attention of: <ul style="list-style-type: none"> <i>Employer's Agent: Barbara Bhengu</i>

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

C.2.15 The closing time for submission of tender offers is:

Time: **10:00** on the **16 November 2021**

Location: TRANSNET FREIGHT RAIL

SUPPLY CHAIN SERVICES

100 EEL ROAD

BAYHEAD

DURBAN, 4052

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date (**18 February 2022**). Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level

of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

C3.11 The minimum number of evaluation points for functionality is: **70**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

Functionality Criteria

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

Functionality criteria	Maximum number of points
T2.2-3 Method Statement	15
T2.2-4 Previous Experience	40
T2.2-5 Management and CV's of key persons	30
T2.2-6 Health and Safety plan T2.2-7 TFR Tenderer SHE Management System Questionnaire	15
Maximum possible score for functionality	100

Functionality shall be scored independently by not less than **3 (three)** evaluators and averaged in accordance with the following schedules:

- T2.2-3 Method Statement
- T2.2-4 Previous Experience
- T2.2-5 Management and CV's of key persons
- T2.2-6 Health and Safety plan
- T2.2-7 TFR Tenderer SHE Management System Questionnaire

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 7.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:



- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.
-

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

Annex C

Standard Conditions of Tender



DEVELOPMENT THROUGH PARTNERSHIP

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

C.2.14 Information and data to be completed in all respects

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-1 Stage one as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting

Stage two Eligibility Criteria Schedule: Valid and original (or a certified copy) proof Of Bidder's Compliance to B-BBEE requirements stipulated in C.2.1 of the Tender Data Of this RFQ

T2.2-2 Pre-qualification Criteria Schedule: Sub-Contract: 30% subcontracting to an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships

T2.2-3 Stage Three as per CIDB: Eligibility Criteria Schedule - CIDB Registration

2.1.2 Stage four as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2-4 Evaluation Schedule: Method Statement

T2.2-5 Evaluation Schedule: Previous experience

T2.2-6 Evaluation Schedule: Project Organogram, Management & CV's

T2.2-7 Evaluation Schedule: Health and Safety Management

T2.2-8 Evaluation Schedule: TFR Tenderer SHE Management System Questionnaire

2.1.3 Returnable Schedules:

General:

T2.2-9 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Risk Elements

T2.2-12 Schedule of proposed Subcontractors

T2.2-13 Insurance provided by the Contractor

Agreement and Commitment by Tenderer:

T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-15 Service Provider Integrity Pact

T2.2-16 Non-Disclosure Agreement

T2.2-17 RFP Declaration Form

T2.2-18 RFP – Breach of Law

T2.2-19 Certificate of Acquaintance with Tender Document

2.3.2 Transnet Vendor Registration Form:

T2.2-20 Transnet Vendor Registration Form

T2.2-21 Protection of Personal Information

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions / Cost Reimbursable Schedule

T2.2-1: Eligibility Criteria Schedule:**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)
_____Represented
by: _____(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Mega Hub, Transnet Property, 20 Brandon Road, Empangeni, 3880.	
On (date)	03 November 2021	Starting time: 10h00am

Particulars of person(s) attending the meeting:

Name _____

Signature _____

Capacity _____

Attendance of the above company at the meeting was confirmed:

Name _____

Signature _____

**For and on Behalf of the
Employers Agent.**

Date _____

T2.2-1: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Area Manager Building, Vryheid East	
On (date)	04 November 2021	Starting time: 10h00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-2 Pre-qualification Criteria Schedule: Sub-Contract:

Tenderers are required to meet the pre-qualification criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;

Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

Provide detailed information of the proposed Sub-contractors below:

	Name of proposed Subcontractor	Address and Region	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					

6.					
7.					
8.					
9.					
10.					

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule as mandatory returnable documents:

- Letter or Agreement or Intent confirming the Sub-Contracting Agreement between the tenderer and proposed subcontractor(s);
- Sworn Affidavit or B-BBEE Certificate of the proposed sub-contractor(s).

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS AS REQUESTED WILL DISQUALIFY THE TENDER FROM ANY FURTHER EVALUATION.

T2.2-3: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4GB or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

T2.2-4: Method Statement

This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the projects activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team. And state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project.

The Method statement should meet the following criteria:

- Method that will be used to meet the technical quality on the project.
- Approach that will minimize time during the servicing of air-conditioning units
- How will the contractor meet or exceed overall project objectives and requirements
- Approach that minimise impact on the environment by safely removing and disposing off the air conditioner gas
- How will Transnet's Plant, Infrastructure and Personnel be kept safe during contract activities
- Provide a base SOP for the activities to be performed into consideration activities most likely to be performed

Scoring for Method statement will be as follows:

Percentage Score	Indicator
No Response (score 0)	No technical approach and methodology (method statement) submitted
Poor (score 40)	The technical approach and methodology (method statement) is submitted, but no points have being addressed as per section 9 in RFQ
Satisfactory (score 70)	The technical approach and methodology is submitted (method statement), but the technical approach and/ or methodology are poor/ are unlikely to satisfy project objectives and requirements. The supplier has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. There is no company profile, Technical project team qualifications and a project team Organogram
Good (score 90)	The technical approach and methodology (method statement) is submitted. The approach is specifically tailored to address the specific project objectives and requirements and is sufficient flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project. There is a company profile, technical project team qualifications and organogram attached
Very Good (score 100)	The technical approach and methodology (method statement) is submitted. The important issues are approached in an innovative and efficient way, indicating that the supplier has outstanding knowledge of state –of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality. There is a company profile, technical project team qualifications, organogram, quality and health, risk and safety plan.

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

Signed

Date

Name

Position

Tenderer

T2.2-5: Previous Experience

Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to suppliers who has dealt with similar projects in the last 5 years. The contractor should have done and completed any project that involve general building maintenance and attached proof like completion certificate or purchase orders or reference letters (Proof must have Company name, contact person, contact number and value of work completed).

Index of documentation attached to this schedule:

.....

.....

.....

.....

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

No Response (score 0)	Not Submitted
Poor (score 40)	Contractor has limited work experience. Projects completed 0-2 and attach proof
Satisfactory (score 70)	Contractor has relevant experience but has not dealt with the critical issues specific to the assignment. Project completed 3-4 and attach proof
Good (score 90)	Contractor has extensive experience in relation to the project and has worked previously under similar conditions & circumstances. Projects completed 5-6 and attach proof
Very Good (score 100)	The contractor has outstanding experience in project of a similar nature. Project completed exceed 7 and attach proof

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-6: Management & CV's of Key Persons

The management and CV's of key persons must give the names and job titles of all the contractor's staff who will be involve in the proposed project and showing how they are connected to each other. CV's and qualification to be attached for each personnel describing their duties. Detailed proposed project team organogram to be submitted. A company profile and organogram can be provided as well as the organograms for this project. The project team should entail the below;

Site supervisor or Site Agent: ND Civil Engineering/ Building or N6 Diploma in Civil Engineering/ Building with experience

Artisan: Certificate: Artisan with experience

Plumber: Certificate: Plumber with experience

Bricklayer: Certificate: Bricklayer with experience

Concreter: Certificate: Plumber with experience

Carpenter: Certificate: Plumber with experience

Plasterer: Certificate: Plasterer with experience

Safety Rep: First Aid Certificate, Knowledge of Safety and experience

General Workers/Unskilled Labour: Experience

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Management and CV's of Key People submitted by the Tenderer:

No Response (score 0)	Tender Submitted no info above
Poor (score 40)	1 Item addressed above
Satisfactory (score 70)	2-4 Items addressed above
Good (score 90)	5-7 Items addressed above
Very Good (score 100)	8 of the items as specified above are addressed

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: HOAC-VYG-32524

DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN
AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

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

Signed

Date

Name

Position

Tenderer

T2.2-7: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
7. SHE challenges envisaged for the project and how they will be addressed and overcome.
8. Construction Safety File (Index)
9. Construction Safety Work Method Statement

In addition to the Health Risk and Safety plan, kindly ensure that the following points have been addressed in the plan that must be submitted with your tender:

SHE Management Structure

- Construction Work Supervisor (Construction Regulation 6)
- Subordinate Construction Work Supervisor (Construction Regulation 6)
- Construction Safety Officer (Construction Regulation 6(7)).
- List of *Contractors* already appointed - List to be revised at least monthly.
- Health and Safety Representative (Section 17 of OHS Act).

SHE Organisation

- Health and Safety Committee.
- Composition.
- Frequency of Meetings.
- Minutes of meeting.
- Legal Compliance Audits.
- Audit Report.

- Frequency of Audits.
- Findings and Analysis.
- Corrective Action

Risk Assessment/Management

- Task descriptions.
- Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- Risk Assessment (Construction Regulation 7)

Education and Training

- Induction training (Construction Regulation 7(9))
- Site Specific Training.
- Certificate of Competence.

Emergency Planning – Evacuation plan

- Client procedure.
- Site Procedure.

Health and Safety Communications

- Safety/Toolbox talks.
- Incident Recall.

Safe Working Procedures and Methods

- Method Statements.
- Safe Operating Procedures.
- Task/Job observations.

Personal Protective Equipment and Clothing

- PPE required after all other controls have been considered (Barrier tape, Reflector vests, Safety gloves, Safety glasses, Ear protection ,Safety boots, Safety masks, Overalls, Hard hats, First Aid box & First aider, Safety file)
- PPE proof of issue.

Project security

- Security risks identified.
- Access control.

Other Safety requirements

- Daily alcohol tests will be performed
- Avoid crossing of railway lines if need be observe for moving trains
- No person is allowed to climb any of the OHT structures
- No persons must come close to the overhead cables and wires
- All electrical equipment, cables should be treated as LIVE & DANGEROUS

Safety Plan should be a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occurs. Safety plan with job safety analysis that communicated with the project scope is required. The job safety analysis (JSA) should be based on the work programme activities and method statement. The safety plan should also identify key project personnel and their responsibilities. The safety plan should cover the risk assessment, Staff PPE register, and Vehicle check list as well as company emergency procedures in dealing with emergency work.

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

Percentage Score	Health and Safety
No Response (score 0)	Did not Submit a HSP
Poor (score 40)	Submitted a Poor HSP Questionnaire and Scored 1-9
Satisfactory (score 70)	Submitted a satisfactory HSP Questionnaire and Scored 10-14
Good (score 90)	Submitted a Good HSP Questionnaire and Scored 15-20
Very Good (score 100)	Submitted a very good HSP Questionnaire and Scored 21-25

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-8: Tenderer SHE Management System Questionnaire

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

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

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

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

TRANSNET FREIGHT RAIL

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Safety Performance Report

Monthly DIFR for previous months

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

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

=====

Signed
(Tenderer)

T2.2-9: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors _____
_____, hereby confirm that by resolution of the
board taken on _____ (date), Mr/Ms _____,
acting in the capacity of _____, was authorised to sign all
documents in connection with this tender offer and any contract resulting from it on behalf of
the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in
connection with the tender offer for Contract _____ and any
contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF THE WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

T2.2-10: Record of Addenda to Tender Documents

This schedule as submitted confirms 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 specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-12: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-13: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

Signed

Date

Name

Position

Tenderer

T2.2-14 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member 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: CSD number: _____

Section 5: 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 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed		Date	
Name	_____	Position	_____
Enterprise name	_____		

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹ "State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

SBD 4**4 DECLARATION**

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Either the 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
- 1) B-BBBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	hard copy of the Register to facsimile number (012) 3265445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every
respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁶ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-15: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

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

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

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

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.

- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on

which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF THE WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING
MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND
SURROUNDING AREAS

I duly authorised by the tendering entity, hereby certify
that the tendering entity are **fully acquainted** with the contents of the Integrity Pact
and further **agree to abide by it** in full.

Signature

Date

T2.2-16 NON-DISCLOSURE AGREEMENT

[November 2021]

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-17: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-14 "Service Provider Integrity Pact".

For and on behalf of
.....
duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer 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.

-
- 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
 - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers 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 tenderer on its List of Excluded Bidders.



T2.2-18: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-19 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;

-
- b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-20: SUPPLIER DECLARATION FORM

Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products. Please only submit the documentation relevant to your request.

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

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)						1	2	3	4	5	6	7	8	9
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
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Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	YES <input type="radio"/> NO <input type="radio"/>

Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	*If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies
made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million
threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF THE SERVICE: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

T2.2-21 - PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be



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shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za



TRANSNET FREIGHT RAIL

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DESCRIPTION OF THE WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

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

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

The offered total of the Prices exclusive of VAT is	Not Applicable – Cost reimbursable
Value Added Tax @ 15% is	Not Applicable – Cost reimbursable
The offered total of the Prices inclusive of VAT is	Not Applicable – Cost reimbursable
(in words) - Not Applicable – Cost reimbursable	

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

Signature(s)

Name(s)

Capacity

For the
tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



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DESCRIPTION OF THE WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

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: Service Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC-VYG-32524

DESCRIPTION OF THE WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: HOAC-VYG-32524

DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	E: Cost reimbursable contract
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Malahle House 4 Kiewet Street Empangeni 3880
		Postal Address: P O Box 20064 Empangeni 3880
	Tel No.	035 906 7669



TRANSNET FREIGHT RAIL

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DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

10.1	The <i>Service Manager</i> is (name):	Thembeke Nzama
	Address	Transnet Freight Rail K Block Room 1, 5 Dina Road, Empangeni, 3880
	Tel	076 668 8940
	e-mail	Thembeke.Nzama@transnet.net
11.2(2)	The Affected Property is	Empangeni, Vryheid and surrounding areas
11.2(13)	The <i>service</i> is	The provision of general civil and building Maintenance on an as and when required for Empangeni, Vryheid and surrounding areas for a period of 24 months
11.2(14)	The following matters will be included in the Risk Register	Changing market conditions, Contractor incentive payment, Utility relocation
11.2(15)	The Service Information is in	Part C3 The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 weeks
2	The <i>Contractor's</i> main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 February 2022
30.1	The <i>service period</i> is	Two (2) years (01 February 2022 – 31 January 2024)
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: HOAC-VYG-32524

DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	Moving and handling
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
E	Cost reimbursable contract	



TRANSNET FREIGHT RAIL

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DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	Twenty four (24) months.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Empangeni
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
Z	Additional conditions of contract	



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: HOAC-VYG-32524

DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

Z1 Obligations in respect of Termination

- | | | |
|------|-------------------|--|
| Z1.1 | | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) |
| Z1.2 | Termination Table | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> |
| Z1.3 | | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p> |

Z3 Additional clause relating to Collusion in the Construction Industry

- | | | |
|------|--|--|
| Z3.1 | | <p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p> |
|------|--|--|

Z4 Protection of Personal Information Act

- | | | |
|------|--|---|
| Z4.1 | | <p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p> |
|------|--|---|

Z.5 Obligations in respect of Subcontracting (If applicable)

- | | | |
|------|--|---|
| Z5.1 | | <p>It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.</p> |
|------|--|---|



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: HOAC-VYG-32524

DESCRIPTION OF WORKS: THE PROVISION OF GENERAL CIVIL AND BUILDING MAINTENANCE ON AN AS AND WHEN REQUIRED FOR EMPANGENI, VRYHEID AND SURROUNDING AREAS

Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-3 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2-3, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is% The <i>subcontracted fee percentage</i> is%	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	



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CV's (and further key person's data including CVs) are in

E Cost reimbursable contract

11.2(12) The *price list* is in**C2.2 Pricing Schedule**



PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Assumptions: TSC Option E	2
C2.2	Pricing Schedule	4



C2.1 Pricing Assumptions: TSC Option E

The conditions of contract

2.1.1. Pricing Instructions

- 2.1.1.a. The *Contractor* shall be paid under Option E for services performed.
- 2.1.1.b. The staff rates are the prices charged for staff and shall include for all the costs to the *Contractor*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 2.1.1.c. The total annual cost of employment of a person is the total amount borne by the *Contractor* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Contractor*; the *Contractor's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and/or computer allowances, etc and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Hence, staff rates are to include for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, etc.) in terms of such person's conditions of employment and/or in terms of the Basic Conditions of Employment Act.
- 2.1.1.d. The staff rates shall include for all necessary protective clothing, standard equipment required to carry out their duties.
- 2.1.1.e. Rates quoted in Part C2.2 of the Pricing Schedule are deemed to include for tools, consumables and all other equipment required to carry out the required scope of service.
- 2.1.1.f. The *Contractor* and their employees will be required to undergo a medical examination and safety induction on commencement of service and exit medical examinations on completion of contract.
- 2.1.1.g. The staff rates derived from the Part C2.2 which include *Contractor's* mark-up but excludes value added tax.

2.1.2 Expenses

- 2.1.2.a All costs for materials, medicals, access permits and all other costs (approved by the *Service Manager*), other than the man hours costs are to be charged at cost plus the agreed fee (as per C1.2 Contract Data)

C2.2 Pricing Schedule

2.2.1 Staff Rates and Expenses

<u>GENERAL SERVICES</u>
<u>PREAMBLES</u>
The Tenderer is required to provide all resources and equipment as set out in the pricing data and corresponding Service Information.
Rates quoted in the tender are deemed to include for the following:
<ul style="list-style-type: none"> • All direct and indirect charges (overheads and profit)
<ul style="list-style-type: none"> • Personal protective equipment
<ul style="list-style-type: none"> • Small tools, transport and minor consumables
Tendered Manhour Rates are to include for all fee percentage mark-ups.
All materials purchased under the provisional allowance by the <i>Contractor</i> will be reimbursed by the <i>Employer</i> (supported by proof of purchase) with the applicable mark-up as entered by the <i>Contractor</i> in the Contract Data.

2.2.2 Pricing Schedule

Activity No	Activity Description	Unit	Rate(Year 1) Excluding Vat	Rate(Year 2) Excluding Vat
A1	Normal Working hours (Monday to Friday) 07:30 to 16:30			
A1.1	Carpenter	Hour		
A1.2	Multi-skilled Artisan	Hour		
A1.3	Bricklayer	Hour		
A1.4	Concreter	Hour		
A1.5	Plasterer	Hour		
A1.6	Tiler	Hour		
A1.7	Painter	Hour		
A1.8	Plumber	Hour		
A1.9	Skilled Labour Rate	Hour		
A1.10	Unskilled Labour Rate	Hour		
A1.11	Supervisor	Hour		
A2	After hour Rates:17h00- 07h00 (OVER TIME) including Saturday			
A2.1	Carpenter	Hour		
A2.2	Multi-skilled Artisan	Hour		
A2.3	Bricklayer	Hour		
A2.4	Concreter	Hour		
A2.5	Plasterer	Hour		
A2.6	Tiler	Hour		
A2.7	Painter	Hour		
A2.8	Plumber	Hour		

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A2.9	Skilled Labour Rate	Hour		
A2.10	Unskilled Labour Rate	Hour		
A2.11	Supervisor	Hour		
B1	LABOUR RATE SUNDAY & PUBLIC HOLIDAYS			
B1.1	Carpenter	Hour		
B1.2	Multi-skilled Artisan	Hour		
B1.3	Bricklayer	Hour		
B1.4	Concreter	Hour		
B1.5	Plasterer	Hour		
B1.6	Tiler	Hour		
B1.7	Painter	Hour		
B1.8	Plumber	Hour		
B1.9	Skilled Labour Rate	Hour		
B1.10	Unskilled Labour Rate	Hour		
B1.11	Supervisor	Hour		
C	Travelling			
	Travelling Costs Outside A radius Of 50KM	Km		
	(Travelling within a radius of 50KM to be included in Labour rates)	Sum		
	Travelling cost will only be paid outside the 50km radius in Vryheid, Ulundi, Mthubatuba, Hluhluwe, Golela, Darnall, Mandeni, Gingindlovu areas	Sum		
D	Material			
	Mark Up On Material Purchased % e.g. 10%	%		



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	Mark-up percentage rental plant equipment e.g. 10%	%		

**PART C3: SCOPE OF WORK**

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	16
C3.2	<i>Contractor's Works</i>	Nil
Total number of pages		16



C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

The building maintenance/renovation of Transnet buildings and all required civil related works (Roads, bridges, sewerage system, dams, railway and pipeline), for the as when required projects over a period of 24 months for Empangeni, Vryheid and surrounding areas.

The contractor must be able provide/supply with all the necessary required materials and equipment to carry out all activities/description to complete the job scope provided for each project during the period of 24 months.

The Contractor shall make his services available on an "as and when" required basis to assist with the required activities as per the Bill of Quantities. The rates per unit shall be excluded of VAT.

The contractor will be notified when required to assist with Transnet buildings maintenance and all required civil related works. The contractor will meet Transnet's Real Estate Management representative on site to attend a site briefing to discuss the work. The contractor must be available as and when required at all times.

The contractor must adhere with Transnet policies and standards and familiarise Transnet's working environment and working conditions on site.

The contractor shall be available upon request and commence work within 72 hours after the site briefing.

All employees must comply with Transnet's Health and Safety Regulations and use the required PPE.

1.2 Employer's objectives

The Employer's objective's is to provide an outline of the business case for the delivery of the Project/Contract according to the Bill of Quantities within the specified time frame provided to the contractor during the as and when required period of twenty four months. To provide a healthy ad safe environment for general building offices, cabins and ablutions for all including persons with special needs, according to design/drawings and specifications

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc



CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment



SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the Contractor's design

2.1 Employer's design

- 2.1.1 Each project will have its own design and scope of works provided by the employer. The designs will be clearly discussed as to what needs to be carried out by the contractor. Any other work information to be amended will be communicated to the contractor.

2.2 Parts of the works which the Contractor is to design

- 2.2.1 The Contractor is to design the following parts of the works:

For each project, the contractor will receive designs and a scope as required. Where required the designs will remain the contractors responsibilities. The contractor is to appoint qualified and experienced designers to carry out work and is to take responsibility of all works designed or carried out during temporary and permanent stages. The contractor shall comply with all with all the codes of practice, safety, professional procedures, checking, site approval and requirements of the construction regulations with regard to the permanent and temporary works and other works.

2.3 Procedure for submission and acceptance of Contractor's design

- 2.3.1 *The Contractor shall address the following procedures:*

Once the contractor has completed the design required for each project as requested by the Client, the contractor will then present it to the Employer and the client. In terms of samples of all materials to be used in the work information, the employer/ the client are to approve the design samples submitted and kept throughout the duration of the project.

During the design the methodology, Risk assessment plan, Health and Safety Plan, should be taken into consideration.

The approval of the Client/Employer is required before the contractor proceed with any works.

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations

The sites are located in the Eastern Region, Empangeni, Vryheid and surrounding areas.



The contractor is to ensure all working areas must be barricaded and provision for safe access be catered for.

The contractor is to plan the all day to day works to make sure the work operates with minimum convenience.

The contractor is to provide access permits for all employees to be allowed access controlled by the contractor. The permits shall include company name and logo, employees name and identity number, and company details, telephone number and email address.

3.1.2 *Restrictions to access on Site, roads, walkways and barricades*

Safety Plan should be a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occurs. Safety plan with job safety analysis that communicated with the project scope is required. Working areas should be barricaded according to Health and safety.

3.1.3 *People restrictions on Site; hours of work, conduct and records:*

Restrictions and hours of work must apply according to the Department of Labour or trade union. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

The contractor records of daily diaries on site and should be available for inspection when required. Contractor's employees shall be restricted to the construction site with safe access routes and walkways areas. Misconduct of employees will lead to disciplinary action.

Construction employees are to be transported in safe vehicles certified from the local transport department.

3.1.4 *Health and safety facilities on Site*

A safety rep and a first aid kit should be on site at all times. The job safety analysis should be based on the work programme activities and method statement according to the Occupational Health and Safety Act (Act 85 of 1993). An emergency safety exit plan should be provided clearly indicating an assembly area.

The contractor is to provide security at the site.

3.1.5 *Site services and facilities:*

All site services such as electricity, water, ablution facilities fire protection and lights etc. required for the project are to be arranged by the contractor. The contractor is to provide sufficient ablution facilities with suitable facilities.

All ablution facilities are to be constructed or placed in a safe and secure, and serviced regularly to provide clean and sanitary working conditions.

All cost services provided by the Employer associated with the provision of services will then become the contractor's responsibility.



The contractor must obtain a GPS system to locate valves around the site. The contractor is not allowed to turn off any water supply greater than 50mm without permission from the Project Manager.

3.1.6 *Facilities provided by the Contractor:*

A site suitable/available will be provided without any charges to the contractor for the duration of the project.

Control and access for all construction site to public roads becomes the contractor's responsibility and must ensure that it is in line with the road authority, health and safety, and service manager.

The *Contractor* shall supply at his own cost all the necessary labour, tools, plant, consumables and transport required for the proper completion of his contractual obligations.

The Contractor shall have an authentic regularly official who may be contacted and is capable of make control choices. He additionally has to attend site meetings to talk about and attend to work troubles and progress of labour.

The Contractor will make his very own association for the accommodation of his staff.

3.1.7 *Existing premises, inspection of adjoining properties and checking work of Others*

The Contractor and the Service Manager will investigate the immediate environment and record any damage before any work commence.

3.1.8 *Underground services, other existing services, cable and pipe trenches and covers*

The Contractor is required to liaise with the Service Manager and establish as accurately as feasible, the region of the numerous current offerings situated inside the Works region and report all such statistics on an appropriate "marked-up" drawing for reference always. No offerings drawings are to be furnished.

In addition to the above, the Contractor shall seek advice from the Service Manager prior to undertaking any excavation work. The Contractor need to thereafter exercise due care and attention in carrying out the agreed excavation work as can be directed by the Service Manager to avoid destroyed or disruption to existing services. An excavation permit is to be received from the service supervisor prior to proceeding with any excavation work.

The Contractor will be accountable for all claims arising out of any damage resulting from such excavation if the Contractor fails to exercise the considered necessary care and attention in carrying out the excavation.

All present services shall always be covered and/or barricaded in which these perhaps affected by the Works or in which these can also endanger the safety of personnel.

Should relocation of existing services be essential, this could both be accomplished with the aid of the applicable authority or the Contractor underneath day works rates where instructed by way of the Service Manager in writing. Should known services be damaged by construction, the cost of repairs will be the Contractors account.

Where the Contractor damages a service because of negligence, he shall undergo complete price of maintenance to the service. These repairs will be accomplished by using the relevant authority, or at their discretion, via the Contractor to the relevant of the relevant authority.



The Contractor, shall before commencement of any work, ascertain from the Service Manager whether or not any live overhead or underground electric cables are tormented by the Works and shall ensure that every one precautionary measures required through the Service Manager are strictly found.

3.1.9 *Giving notice of work to be covered up*

The contractor is to notify the project manager when he/she intends to backfill. The contractor must give notice at least 24 hours prior.

3.1.1 *Title to material from excavation*

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

3.1.2 *Restoring of worksite*

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

3.1.3 *Contractor's Equipment*

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

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required as the Scope of Work activities. The Project Manager cannot certify Completion until all the work is completed and is free of Defects.

3.2.2 Materials facilities and samples for tests and inspections

The Service Manager shall inspect the works and either accept the conditions or instruct the Contractor how to proceed. The Contractor shall give notice to the Service Manager of the required inspection not less than 24 hours before the inspection is required.

Where required the Contractor shall provide the quality and testing certificates for all work and materials provided as proof of regulating standards in accordance with the contractors approved quality plan.

3.2.3 Access given by the *Employer* for correction of Defects

The Service Manager arranges for the Employer to allow the Contractor access to and use of a part of the works, which the contractor has to take over if they are needed, for correcting a Defect. The defect correction period begins when the access and use are been provided.



4 Plant and Materials Standards and Workmanship

4.1 Scope of Works

The Contract is for the supply of all supervision, labour, plant, equipment and materials to complete the Works as required.

4.2 Materials

All material shall be as specified by the Service Manager, Transnet Freight Rail, unless specified. Material utilised, manufactured or applied shall be in accordance with Manufacturer's specifications.

4.3 Quality

All work shall be SANS specifications and standards.

4.4 Signage

Orange safety netting to be erected for barricading the site while under construction .Provide signboards to redirect public and staff for the INTERIM to alternative parking.

4.5 Certificate

A Certificate certifying that work was done according to appropriate regulations and standards must be handed to Transnet on completion of works.

4.6 Maintenance Period

Material certificates: Manufacturer's warranty and guarantee is applicable. The *Contractor* is to supply on completion of the applicable activity.

4.7 Work to be done

4.7.1 Work flow

After a task is issued, the contractor shall do a physical inspection of the identified area / Location with the *Service Manager* and any other required stakeholders.

A quotation must be generated and submitted, with the Task Order, to the *Service Manager* for approval.

After acceptance of the submitted Task Order and quote the works may proceed. The Contractor is required to commence with work on site within 3 days of quotation approval or within a timeframe agreed to between the contractor and project manager.

All Safety issues will be adhered to as per each individual Task Order.

Inspections will be held and a Notice of 24hrs will be issued prior to any inspections.



4.8 Penalties

On receipt of a Task Order the *Contractor* must confer with the *Service Manager* who will advise him of the period which will be allowed, this will include a start and finish date. This period will be confirmed by the *Service Manager* in writing and any delay to the completion period will result in penalties, value to be confirmed by the *Service Manager*, will be applied.



SECTION 2

5 Management and start up

5.1 Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

5.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Documentation Submittal Requirements' Standard.

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

5.3 Safety risk management

5.3.1 The *Contractor* complies with the following SMP:

TFR-ISM-RN-R&C-FM009. Site Cardinal Rules, Site General Rules, H&S disciplinary procedure, H&S performance reporting, workplace Observations and audits, Employment process, Mobilisation, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of Work, Incident Management, Site Management.

5.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

5.3.3 The *Contractor* performs the *works* having due regard to the HSSP.



- 5.3.4 The *Contractor* in the performance of the *works* establishes an incentive SHE programme for its employees with respect to SMP compliance.
- 5.3.5 The Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working.
- 5.3.6 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required in the HMG-HS-M-001].
- 5.3.7 The *Contractor* participates in HAZOP meetings and talks at intervals daily and weekly upon the instruction and direction of the *Project Manager*.
- 5.3.8 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the Service Manager.

5.4 Environmental constraints and management

- 5.4.1 The *Contractor* complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species



- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form an Environmentalist officer, shall be signed and submitted to the CM within 14 days after the Contract Date.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commences on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity.

Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

The method statements for Completion by the Contractor are to be submitted.



Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate from Environmental Department, has been issued by the SHEC and signed off by the *Project Manager*. The *Contractor* complies with environmental inspections and audits as contained within Annexure ENV-STD-001.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

5.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP. To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

5.4.3 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP.

5.4.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.

5.4.5 The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.

5.4.6 The CM is responsible (in the context of the CEMP only) for environmental management on the Site and Working Areas and reports to the *Project Manager*. The CM acts on behalf of the *Project Manager*.

5.4.7 The CSHEO submits daily, weekly and monthly checklists [state what type of checks and in what format] to the SHEC. The role of the CSHEO is stated under paragraph 6.7 of the Works Information.

5.4.8 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.



5.5 Quality assurance requirements

- 5.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager*, the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001.
- 5.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 5.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 5.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within

5.6 Programming constraints

- 5.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.

5.7 Contractor's management, supervision and key people

- 5.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1.
The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

5.8 Insurance provided by the Employer

- 5.8.1 Insurance provided by the *Employer*, procedures for making insurance claims can be obtained from the Service Manager.

5.9 Contract change management

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



5.10 Subcontracting

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

The *Contractor* shall not deviate from the accepted sub contractor's list without prior approval of the *Service Manager*.

Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his sub contractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Service Manager*.

5.11 Plant and Materials

- 5.11.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.
- 5.11.2 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 5.11.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6 Procurement

6.1 The Contractor's Invoices

- 6.1.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.1.3 The invoice states the following:
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number [insert relevant details].
 - The invoice contains the supporting detail [insert relevant details].



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

6.1.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

P O Box 1048

Johannesburg

20000

6.1.6 Invoices submitted by hand are presented to:

Transnet Freight Rail

K Block Room 1,

5 Dina Road,

Empangeni, 3880

For the attention of The Technician, Thembeke Nzama,

The invoice is presented as an original

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The projects will be situated at Transnet's property within the Eastern Region at Empangeni, Vryheid and surrounding areas.

1.2. Existing buildings, structures, and plant & machinery on the Site

The contractor is to do a site inspection and acknowledge the site condition, in terms of site access, works information to be carried out and any other existing structures.

1.3. Subsoil information

N/A

1.4. Hidden services

The contractor is to make sure that all cost are covered in the bill.