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**Transnet Engineering**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: REPAIRING AND REPLACING ROOF SHEETS, GUTTERS, DOWNPIPES AND  
SIDE CLADDING, AND INSTALLATION OF OFFICE CEILING WITHIN  
NELSPRUIT LOCOMOTIVE WORKSHOPS, WAREHOUSES AND OFFICES**

**RFP NUMBER : TE/2025/09/0018/105683/RFP-TE25-KDS-8HR-16030**  
**ISSUE DATE : 16 October 2025**  
**COMPULSORY BRIEFING : 24 October 2025**  
**CLOSING DATE : 07 November 2025**  
**CLOSING TIME : 12h00pm**  
**TENDER VALIDITY PERIOD : 12 weeks from closing date**

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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        | REPAIRING AND REPLACING ROOF SHEETS, GUTTERS, DOWNPIPES AND SIDE CLADDING, AND INSTALLATION OF OFFICE CEILING WITHIN NELSPRUIT LOCOMOTIVE WORKSHOPS, WAREHOUSES AND OFFICES                                                                                                                                                                                            |
| TENDER DOWNLOADING | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b> |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPULSORY TENDER CLARIFICATION MEETING | <p>A Compulsory Tender Clarification Meeting will be conducted at <b>Main Boardroom, Transnet Engineering, 6 Loco Road, Vintonia, Nelspruit</b> on <b>24 October 2025</b>, at <b>11:00am [11 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-02</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> |
| <b>CLOSING DATE</b> | <p><b>12:00 PM on 07 November 2025</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;

- 
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

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### 3. 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.

### 4. 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:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. 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;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. 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;
- 4.8. 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);
- 4.9. 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.
- 4.10. 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.

4.11. 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 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.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. 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.

## 6. 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 : .....

Unique registration reference number : .....

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

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

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex 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](http://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<br>(Reg No. 1990/000900/30)                    |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: |                                                                 |
| <b>Part T: The Tender</b>                                          |                                                                 |
| Part T1: Tendering procedures                                      | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data |
| Part T2 : Returnable documents                                     | T2.1 List of returnable documents<br>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 Activity Schedule            |
| Part C3: Scope of work                | C3.1 Works Information            |
| Part C4: Site information             | C4.1 Site information             |

### C.1.4 The Employer's agent is:

|          |                                                                            |
|----------|----------------------------------------------------------------------------|
| Name:    | <b>Mluleki Sishi</b>                                                       |
| Address: | <b>Transnet Engineering, Koedoespoort Depot, Pretoria, 0081</b>            |
| Tel No.  | <b>011 012 2711</b>                                                        |
| E – mail | <a href="mailto:Sishi.mluleki@transnet.net">Sishi.mluleki@transnet.net</a> |

### 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

#### 2. Stage Two - 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 Industry Development Regulations, designation of **5CE 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 a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; 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 **5CE 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

The tenderer shall provide a certified copy of its signed joint venture agreement

***Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.***

**3. 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.***

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- 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 T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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C.2.13.3 Each tender offer shall be in the **English Language**.

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C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C2.15.1

Identification details:                      The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:  
***Employer's Agent:***

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

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

Time: **12:00PM** on the **07 November 2025**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **12 weeks** after the closing date. 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.

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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;
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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

C3.11 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            | Sub-criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sub-criteria points                                                                                                                                                                                                                                                                                                      | Maximum points |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>T2.2-03 PROJECT ORGANOGRAM</b> | <p>The Service Provider must submit an organogram and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member/ expert should be set out as job descriptions. In the case of a joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.</p> <p><b>Key role players</b><br/>Civil/Structural engineer<br/>Safety officer<br/>Electrician</p> | <p>No submission or submission of no substance/ irrelevant information is provided – <b>0 Points</b>.</p> <p>The chart/organogram is complete and detailed, and there is a clear allocation of tasks and responsibilities for the execution of the project with all 3 key role players identified– <b>15 Points</b>.</p> | <b>15</b>      |

|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                  |                  |
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| <p><b>T2.2-04</b><br/><b>EXPERIENCE, QUALIFICATION S AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL</b><br/><b>Civil/Structural Engineer (ECSA Registration)</b></p> <p><b>EXPERIENCE, QUALIFICATION S AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL</b><br/><b>Installation Electrician (according to OHS Act 85 of 1993)</b></p> | <p><b>Minimum Qualification Required</b><br/>BSc Eng. Or BEng. Or BTech</p> <p>1. Civil/Structural Professional Registration (ECSA Registration)<br/>Required Pr. Eng. Or Pr. Tech. Eng. Civil/Structural Pr. Technologist Number of years of experience (CV's)</p> <p>2. Installation Electrician according to OHS Act 85 of 1993 with supporting documents (Registration with Department of Labour, Installation electrician certification).</p> <p><b>NB:</b> if any of the above documentation is not submitted will result a zero score</p> | <p><b>No of years of Experience, Qualifications and Professional Registration</b></p> <p>0 years of experience or no submission<br/><b>= 0 Points</b></p> <p>Two (2) key personnel (Structural/Civil Engineer) and Installation Electrician to possess above 5 years of experience, qualified &amp; accredited with professional body =<br/><b>25 points</b></p> | <p><b>25</b></p> |
| <p><b>T2.2-05</b><br/><b>COMPANY PREVIOUS EXPERIENCE</b></p>                                                                                                                                                                                                                                                                        | <p>The experience of the tendering entity or joint venture partners in the case of an incorporated joint venture or consortium, as opposed to the key staff members/ experts, in similar projects completed within the past ten years will be evaluated.</p> <p>Tenderers should provide a fully signed completion certificate of a similar nature (WORKSHOPS AND WAREHOUSE ROOF REPAIRS, REFURBISHMENT OF ABLUTION FACILITIES) and reference letters with contactable references</p>                                                            | <p>No information provided, or submission of no substance/ irrelevant information provided<br/><b>– 0 Points</b></p> <p>To have successfully completed 1 project of a similar nature within the past 10 years – <b>01 Points</b></p> <p>To have successfully completed 2 projects of a similar nature within the past 10 years – <b>05 Points</b></p>            | <p><b>30</b></p> |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                 | (Name, e-mail and phone numbers).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>To have successfully completed 3 projects of a similar nature within the past 10 years – <b>10 Points</b></p> <p>To have successfully completed 4 projects of a similar nature within the past 10 years – <b>15 Points</b></p> <p>To have successfully completed 5+ projects of a similar nature within the past 10 years – <b>30 Points</b></p>                                                                                                                                                           |           |
| <b>T2.2-06<br/>APPROACH AND<br/>METHODOLOGY</b> | <p>The Service Provider should explain their understanding of the objectives of the assignment and Transnet Engineering stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Service Provider should explain the methodologies which they proposes to adopt, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data, carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to the scope of work proposed by Transnet Engineering. The approach should also include a project management plan and quality plan and where relevant and</p> | <p>No information provided<br/><b>= 0 Points</b></p> <p>The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project/ The methodology does not adequately deal with the critical characteristics of the project, or the plan and way risk is to be managed. <b>= 5 Points</b></p> <p>The approach is tailored to address the specific project objectives and specification, and methodology and is sufficiently flexible to accommodate</p> | <b>30</b> |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                            |            |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|              | <p>appropriate propose the scope of work and / or modifications to the scope of work.</p> <p>The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should, where the scope of work in the tender document is not precisely defined, form the basis of the scope of work incorporated in the contract with the successful bidder.</p> <p>Accordingly, this portion of the approach paper should clearly articulate the project deliverables.</p> <p>Technical approach paper which responds to the proposed scope of work/project design and outlines proposed Methodology and Project Management Plan that will be used in the execution of this contract.</p> <p>Tenderers must attach their approach paper to this page. The scoring will be as follows:</p> <ul style="list-style-type: none"> <li>▪ Approach</li> <li>▪ Methodology and Quality Control, Schedule of Proposed Sub-Contractors and Design approach.</li> <li>▪ Execution plan</li> </ul> | <p>changes that may occur during execution. The approach &amp; methodology to managing risk etc. is tailored to the critical characteristics of the project. The important issues are approached in an innovative and efficient way, indicating that the tenderer has exceptional knowledge of working state of the art approaches. = <b>30 Points</b></p> |            |
| TOTAL POINTS |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                            | <b>100</b> |
| THRESHOLD    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                            | <b>70</b>  |

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

- T2.2-03 Project Organogram
- T2.2-04 Experience, qualifications and professional registration of key personnel
- T2.2-05 Previous experience
- T2.2-06 Method Statement

The scores of each of the evaluators will be averaged, weighted and then totaled 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.

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 specific goals.**

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-03 **Evaluation Schedule:** Project Organogram
- T2.2-04 **Evaluation Schedule:** Experience, qualifications and professional registration of key personnel
- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Availability of equipment and other resources
- T2.2-12 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
- T2.2-13 Site Establishment requirements
- T2.2-14 ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Job-Creation Schedule
- T2.2-16 SBD 5 (NIPP)

### 2.1.4 Agreement and Commitment by Tenderer:

- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct

### 2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Form of Intent to provide a Performance Guarantee
- T2.2-25 Forecast Rate of Invoicing
- T2.2-26 Three (3) years audited financial statements

**2.1.6 Transnet Vendor Registration Form:**

T2.2-27 SBD1 Form

**2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE**

**2.3 C1.2 CONTRACT DATA**

**2.4 C2.1 Pricing Instructions (Activity Schedule)**

**2.5 C2.2 ACTIVITY SCHEDULE**

## T2.2-01: 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 |
|------------|--------|---------|-------------|
|            |        |         |             |

4. 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 **5CE or higher** class of construction work, are eligible to have their tenders evaluated.

### 5. Joint Venture (JV)

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

4. every member of the joint venture is registered with the CIDB;
5. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
6. 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 **5CE 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
7. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
8. 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.

## T2.2-02: 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:  | <b>Main Boardroom, Transnet Engineering, 6 Loco Road, Vintonia, Nelspruit</b> |                                |
| On (date) | <b>24 October 2025</b>                                                        | Starting time: <b>11:00 AM</b> |

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

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

**Mluleki Sishi**

Signature

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

Date **23 October 2025**

## T2.2-03: Evaluation Schedule: Project Organogram

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following:
  - The roles and responsibilities for the *works* of each resource should be clearly stated.
  - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
3. Site Management resources should include at least, amongst others:
  - Civil / Structural Engineer
    - Civil / Structural Engineer should at least have a relevant qualification and must have experience in the Civil/Electrical/Mechanical/Building Construction Projects. The Project/Contracts Manager must have experience working with the NEC3 Engineering and Construction Contract.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

| Key Person Role             | Name of Resource |
|-----------------------------|------------------|
| Civil / Structural Engineer |                  |
| Installation Electrician    |                  |
|                             |                  |



The scoring of the Project Organogram will be as follows:

| Functionality criteria            | Sub-criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Sub-criteria points                                                                                                                                                                                                                                                                                                      | Maximum points |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>T2.2-03 PROJECT ORGANOGRAM</b> | <p>The Service Provider must submit an organogram and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member/ expert should be set out as job descriptions. In the case of a joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.</p> <p><b>Key role players</b></p> <p>Civil/Structural engineer</p> <p>Safety officer</p> <p>Electrician</p> | <p>No submission or submission of no substance/ irrelevant information is provided – <b>0 Points</b>.</p> <p>The chart/organogram is complete and detailed, and there is a clear allocation of tasks and responsibilities for the execution of the project with all 3 key role players identified– <b>15 Points</b>.</p> | <b>15</b>      |

## T2.2-04: Evaluation Schedule: Experience, qualifications and professional registration of key personnel

| FUNCTIONALITY CRITERIA                                                                                                                                                                                                                                                                                                  | SUB-CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUB-CRITERIA POINTS                                                                                                                                                                                                                                                                                                                                 | MAXIMUM POINTS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>T2.2-04</b><br><b>EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL</b><br><b>Civil/Structural Engineer (ECSA Registration)</b><br><br><b>EXPERIENCE, QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNEL</b><br><b>Installation Electrician (according to OHS Act 85 of 1993)</b> | <b>Minimum Qualification Required</b><br>BSc Eng. Or BEng. Or BTech<br><br>3. Civil/Structural Professional Registration (ECSA Registration) Required Pr. Eng. Or Pr. Tech. Eng. Civil/Structural Pr. Technologist Number of years of experience (CV's)<br><br>4. Installation Electrician according to OHS Act 85 of 1993 with supporting documents (Registration with Department of Labour, Installation electrician certification).<br><br><b>NB:</b> if any of the above documentation is not submitted will result a zero score | <b>No of years of Experience, Qualifications and Professional Registration</b><br><br>0 years of experience or no submission<br><b>= 0 Points</b><br><br>Two (2) key personnel (Structural/Civil Engineer) and Installation Electrician to possess above 5 years of experience, qualified & accredited with professional body =<br><b>25 points</b> | <b>25</b>      |



## T2.2-05: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
- Civil works
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

|   | DOCUMENT NAME |
|---|---------------|
| 1 |               |
| 2 |               |
| 3 |               |
| 4 |               |
| 5 |               |
| 6 |               |
| 7 |               |

| Score | Previous Experience                                                                     |
|-------|-----------------------------------------------------------------------------------------|
| 0     | No information provided, or submission of no substance/ irrelevant information provided |
| 1     | To have successfully completed 1 project of a similar nature within the past 10 years   |
| 5     | To have successfully completed 2 projects of a similar nature within the past 10 years  |

|           |                                                                                         |
|-----------|-----------------------------------------------------------------------------------------|
| <b>10</b> | To have successfully completed 3 projects of a similar nature within the past 10 years  |
| <b>15</b> | To have successfully completed 4 projects of a similar nature within the past 10 years  |
| <b>30</b> | To have successfully completed 5+ projects of a similar nature within the past 10 years |

## T2.2-06: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.**

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Score 0</b>  | No information provided                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Score 5</b>  | The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project/ The methodology does not adequately deal with the critical characteristics of the project, or the plan and way risk is to be managed                                                                                                                                                                                                           |
| <b>Score 30</b> | The approach is tailored to address the specific project objectives and specification, and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach & methodology to managing risk etc. is tailored to the critical characteristics of the project. The important issues are approached in an innovative and efficient way, indicating that the tenderer has exceptional knowledge of working state of the art approaches |

## T2.2-07: 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.

| <b>Name of firm</b> | <b>Address</b> | <b>Authorising signature, name (in caps) and capacity</b> |
|---------------------|----------------|-----------------------------------------------------------|
|                     |                |                                                           |
|                     |                |                                                           |
|                     |                |                                                           |
|                     |                |                                                           |

**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

## T2.2-08: 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 |      |                  |
| 12 |      |                  |









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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## 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.

1. SECTION 1: NAME OF ENTERPRISE: \_\_\_\_\_

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: \_\_\_\_\_

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: \_\_\_\_\_

4. SECTION 4: CSD NUMBER: \_\_\_\_\_

5. 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

6. 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.**

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 \_\_\_\_\_



## 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).

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

1.5 Failure on the part of a bidder to submit 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.

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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”**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small EEnterprise 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);
- (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 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 SPECIFIC GOALS

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| SPECIFIC GOALS                                 | Number of points<br>(80/20 system) |
|------------------------------------------------|------------------------------------|
| B-BBEE                                         | 5                                  |
| 30% Black Women-Owned Entities                 | 5                                  |
| 51% Black Youth-Owned Entities                 | 5                                  |
| Entities Owned by People with Disability (PWD) | 5                                  |
| Non-compliant contributor                      | 0                                  |

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

| Specific Goal Evidence<br>Specific Goals | Acceptance Evidence                                                                                                                            |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| B- B-BBEE                                | B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines         |
| 51% Black Youth Owned Entities           | B-BBEE Certificate/ Affidavit ( in case of JV,a consolidate scorecard will be accept) as per DTIC guidelines.                                  |
| EME or QSE 51% Black Owned Entities      | B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines. |
| People with disability                   | Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.            |

- 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 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 5 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 |  |
|-----|--|----|--|

**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 Supplier/Service provider

☐ Other Suppliers/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-BBE status level of contribution indicated in paragraphs 1.4 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 1.4 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 a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

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

#### WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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|  |  |  |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 
- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.
- 

<sup>2</sup> 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3  
ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND  
COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## T2.2-15: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

| Total number and value of new jobs created | Total number of new jobs | Total rand value of new jobs created |
|--------------------------------------------|--------------------------|--------------------------------------|
|                                            |                          |                                      |

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

|                                                                   | Total number of new jobs | Total rand value of new jobs |
|-------------------------------------------------------------------|--------------------------|------------------------------|
| Black men                                                         |                          |                              |
| Black women                                                       |                          |                              |
| Black Youth                                                       |                          |                              |
| Black people living in rural or underdeveloped areas or townships |                          |                              |
| Black People with Disabilities                                    |                          |                              |

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

|                                                                   | Total number of Skilled jobs | Total number of Semi-skilled jobs | Total number of Unskilled jobs |
|-------------------------------------------------------------------|------------------------------|-----------------------------------|--------------------------------|
| Black men                                                         |                              |                                   |                                |
| Black women                                                       |                              |                                   |                                |
| Black Youth                                                       |                              |                                   |                                |
| Black people living in rural or underdeveloped areas or townships |                              |                                   |                                |
| Black People with Disabilities                                    |                              |                                   |                                |
| Other                                                             |                              |                                   |                                |

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

| Year 1                                                                                   | Q1 | Q2 | Q3 | Q4 |
|------------------------------------------------------------------------------------------|----|----|----|----|
| Total number of new jobs                                                                 |    |    |    |    |
| Number of new jobs for Black men                                                         |    |    |    |    |
| Number of new jobs for black women                                                       |    |    |    |    |
| Number of new jobs for black youth                                                       |    |    |    |    |
| Number of new jobs for black people living in rural or underdeveloped areas or townships |    |    |    |    |
| Number of new jobs for black People with Disabilities                                    |    |    |    |    |
| Number of new jobs for other categories                                                  |    |    |    |    |
| Number of new skilled jobs                                                               |    |    |    |    |
| Number of new semi-skilled jobs                                                          |    |    |    |    |

## T2.2-16: SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
  - Description of the goods or services;
  - Date on which the contract was awarded;
  - Name, address and contact details of the contractor;
  - Value of the contract; and
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the Contractor and the DTI will determine the NIPP obligation;
- b. the Contractor and the DTI will sign the NIPP obligation agreement;
- c. the Contractor will submit a performance guarantee to the DTI;
- d. the Contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
- f. the Contractor will implement the business plans; and
- g. the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the Employer.

|                               |                      |
|-------------------------------|----------------------|
| Bid number .....              | Closing date: .....  |
| Name of bidder.....           |                      |
| Postal address .....<br>..... |                      |
| Signature.....                | Name (in print)..... |
| Date.....                     |                      |



## T2.2-17 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**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

## T2.2-18: 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:

---



---



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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer “Important Notice to 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 T2.2-20 “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](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the 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.

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## T2.2-19: 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:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER



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## T2.2-20 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-21 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

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Registration Number: \_\_\_\_\_

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.

## **OBJECTIVES**

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.

## **COMMITMENTS OF TRANSNET**

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

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.

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.

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.

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.

## **OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.

- 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.
- 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.
- 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.
- 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.

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.

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.

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.

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.

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.

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.

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.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

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**INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.



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.

## **DISQUALIFICATION FROM TENDERING PROCESS**

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.

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.

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.

## **TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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.

All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are

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included herein by way of reference. Below follows a condensed summary of this restriction procedure.

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.

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.

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.

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

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;

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- 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.

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.

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.

## PREVIOUS TRANSGRESSIONS

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.

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.)

## SANCTIONS FOR VIOLATIONS

**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 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.

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**CONFLICTS OF INTEREST****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.

**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.

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.

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.

**DISPUTE RESOLUTION**

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 0 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.

## GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

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.

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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 .....

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## T2.2-22 : Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

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

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

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



### ***Conflicts of Interest***

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

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

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

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

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

\_\_\_\_\_  
 Signature



## T2.2-23: 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<br>(See clause 84.2 of the ECC)                                                                                                                                                           | Name of Insurance<br>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. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                    |                              |       |         |
| Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000         |                              |       |         |
| (Other)                                                                                                                                                                                                     |                              |       |         |

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## T2.2-24: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

This image shows a full page of white paper with horizontal dashed lines, typical of primary school writing paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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## **T2.2-26: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

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**T2.2-27: SBD1 Form****PART A****INVITATION TO BID**

|                                                                                                                                                                                                                                   |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|------------------------------------|------------------|---------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION TRANSNET SOC LTD</b>                                                                                                                        |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| BID NUMBER:                                                                                                                                                                                                                       | TE/2025/09/0018/105683/RFP-TE25-KDS-8HR-16030                                                                                                                               | ISSUE DATE: | 16 October 2025 | CLOSING DATE:                      | 07 November 2025 | CLOSING TIME: | 12H00 PM |
| DESCRIPTION                                                                                                                                                                                                                       | REPAIRING AND REPLACING ROOF SHEETS, GUTTERS, DOWNPIPES AND SIDE CLADDING, AND INSTALLATION OF OFFICE CEILING WITHIN NELSPRUIT LOCOMOTIVE WORKSHOPS, WAREHOUSES AND OFFICES |             |                 |                                    |                  |               |          |
| <b>BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS</b>                                                                                                                                                                             |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):<br><a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>                              |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| <b>BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                                                                |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| CONTACT PERSON                                                                                                                                                                                                                    | Mluleki Sishi                                                                                                                                                               |             |                 |                                    |                  |               |          |
| TELEPHONE NUMBER                                                                                                                                                                                                                  | 011 012 2711                                                                                                                                                                |             |                 |                                    |                  |               |          |
| E-MAIL ADDRESS                                                                                                                                                                                                                    | <a href="mailto:Sishi.Mluleki@transnet.net">Sishi.Mluleki@transnet.net</a>                                                                                                  |             |                 |                                    |                  |               |          |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                       |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| NAME OF BIDDER                                                                                                                                                                                                                    |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| POSTAL ADDRESS                                                                                                                                                                                                                    |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| STREET ADDRESS                                                                                                                                                                                                                    |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| TELEPHONE NUMBER                                                                                                                                                                                                                  | CODE                                                                                                                                                                        |             | NUMBER          |                                    |                  |               |          |
| CELLPHONE NUMBER                                                                                                                                                                                                                  |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| E-MAIL ADDRESS                                                                                                                                                                                                                    |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                           |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
| IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS. |                                                                                                                                                                             |             |                 |                                    |                  |               |          |
|                                                                                                                                                                                                                                   | TCP PIN                                                                                                                                                                     |             | OR              | CSD NO                             |                  |               |          |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                        | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                                                                                                             |             | OR              | BBEEE STATUS LEVEL SWORN AFFIDAVIT |                  |               |          |
| If Yes, Who was the Certificate                                                                                                                                                                                                   |                                                                                                                                                                             |             |                 |                                    |                  |               |          |

|                                                                                                                  |                          |                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------|--|
| issued by?                                                                                                       |                          |                                                                                    |  |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |  |
|                                                                                                                  | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |  |
|                                                                                                                  | <input type="checkbox"/> | A REGISTERED AUDITOR                                                               |  |
|                                                                                                                  | NAME:                    |                                                                                    |  |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

|                                                                                               |                                                                                    |                                                                          |                                                                                                  |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW] |
| Signature of the Bidder                                                                       | .....                                                                              | Date:                                                                    | .....                                                                                            |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER : .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....

(Proof of authority must be submitted e.g. company resolution)

DATE : .....

## 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:

**REPAIRING AND REPLACING ROOF SHEETS, GUTTERS, DOWNPIPES AND SIDE  
CLADDING, AND INSTALLATION OF OFFICE CEILING WITHIN NELSPRUIT  
LOCOMOTIVE WORKSHOPS, WAREHOUSES AND OFFICES**

The tenderer, identified in the Offer signature block, has

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

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

|                                                     |          |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (in words)                                          |          |

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





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LOCOMOTIVE WORKSHOPS, WAREHOUSES AND OFFICES

---

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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## Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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



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---

Signature(s) \_\_\_\_\_

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

Capacity \_\_\_\_\_

for the **Transnet SOC Ltd**  
Employer \_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness \_\_\_\_\_ Date \_\_\_\_\_

## 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   |         |         |

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.



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**For the tenderer:****For the Employer**

Signature

Name

Capacity

*(Insert name and address of  
organisation)*

On  
behalf of  
Name &  
signature  
of  
witness

**Transnet SOC Ltd**

Date



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## C1.2 Contract Data

### PART ONE - DATA PROVIDED BY THE *EMPLOYER*

| Clause | Statement                                                                                      | Data                                                                |
|--------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1      | <b>General</b>                                                                                 |                                                                     |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option         |                                                                     |
|        |                                                                                                | <b>A: Priced contract with activity schedule</b>                    |
|        | dispute resolution Option                                                                      | <b>W1: Dispute resolution procedure</b>                             |
|        | and secondary Options                                                                          |                                                                     |
|        |                                                                                                | <b>X2: Changes in the law</b>                                       |
|        |                                                                                                | <b>X7: Delay Damages</b>                                            |
|        |                                                                                                | <b>X16: Retention</b>                                               |
|        |                                                                                                | <b>X18: Limitation of liability</b>                                 |
|        |                                                                                                | <b>Z: Additional conditions of contract</b>                         |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) |                                                                     |
| 10.1   | The <i>Employer</i> is:                                                                        | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30)</b> |



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|          |                                                                              |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Address                                                                      | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                            |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                                                   |
| 10.1     | The <i>Project Manager</i> is: (Name)                                        | <b>Renolda Dlodlu</b>                                                                                                                                                              |
|          | Address                                                                      | <b>Transnet Engineering, Koedoespoort, Kilner Park, Pretoria</b>                                                                                                                   |
|          | Tel                                                                          | <b>012 842 6437</b>                                                                                                                                                                |
|          | e-mail                                                                       | <a href="mailto:Renolda.Dlodlu@transnet.net">Renolda.Dlodlu@transnet.net</a>                                                                                                       |
| 10.1     | The <i>Supervisor</i> is: (Name)                                             | <b>Sibusiso Bhembe</b>                                                                                                                                                             |
|          | Address                                                                      | <b>Transnet Engineering, Koedoespoort, Kilner Park, Pretoria</b>                                                                                                                   |
|          | Tel No.                                                                      | <b>012 842 5218</b>                                                                                                                                                                |
|          | e-mail                                                                       | <a href="mailto:Sibusiso.Bhembe@transnet.net">Sibusiso.Bhembe@transnet.net</a>                                                                                                     |
| 11.2(13) | The <i>works</i> are                                                         | <b>Repairing and replacing roof sheets, gutters, downpipes and side cladding, and installation of office ceiling within Nelspruit locomotive workshops, warehouses and offices</b> |
| 11.2(14) | The following matters will be included in the Risk Register                  |                                                                                                                                                                                    |
| 11.2(15) | The <i>boundaries of the site</i> are                                        | <b>As stated in Part C4.1."Description of the Site and it surroundings"</b>                                                                                                        |
| 11.2(16) | The Site Information is in                                                   | <b>Part C4</b>                                                                                                                                                                     |
| 11.2(19) | The Works Information is in                                                  | <b>Part C3</b>                                                                                                                                                                     |



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|          |                                                                                              |                                                                                                |
|----------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 12.2     | The <i>law of the contract</i> is the law of                                                 | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b> |
| 13.1     | The <i>language of this contract</i> is                                                      | <b>English</b>                                                                                 |
| 13.3     | The <i>period for reply</i> is                                                               | <b>1 week</b>                                                                                  |
| <b>2</b> | <b>The <i>Contractor's</i> main responsibilities</b>                                         | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>   |
| <b>3</b> | <b>Time</b>                                                                                  |                                                                                                |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is                              | <b>31 August 2026</b>                                                                          |
| 11.2(9)  | The <i>key dates</i> and the <i>conditions</i> to be met are:                                | <b>Not Applicable</b>                                                                          |
| 30.1     | The <i>access dates</i> are                                                                  | <b>01 February 2026</b>                                                                        |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within                   | <b>2 weeks of the Contract Date.</b>                                                           |
| 31.2     | The <i>starting date</i> is                                                                  | <b>01 February 2026</b>                                                                        |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than                 | <b>2 weeks.</b>                                                                                |
| 35.1     | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date. |                                                                                                |
| <b>4</b> | <b>Testing and Defects</b>                                                                   |                                                                                                |
| 42.2     | The <i>defects date</i> is                                                                   | <b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>                 |
| 43.2     | The <i>defect correction period</i> is                                                       | <b>2 weeks</b>                                                                                 |
| <b>5</b> | <b>Payment</b>                                                                               |                                                                                                |





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|      |                                                  |                                                                                                                                                          |
|------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50.1 | The <i>assessment interval</i> is monthly on the | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                      |
| 51.1 | The <i>currency of this contract</i> is the      | <b>South African Rand.</b>                                                                                                                               |
| 51.2 | The period within which payments are made is     | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b> |
| 51.4 | The <i>interest rate</i> is                      | <b>the prime lending rate of Standard Bank of South Africa.</b>                                                                                          |

## 6 Compensation events

|          |                                                                             |                                                                                                                                                                                                                                                                                 |
|----------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 60.1(13) | The <i>weather measurements</i> to be recorded for each calendar month are, | <b>the cumulative rainfall (mm)</b><br><br><b>the number of days with rainfall more than 10 mm</b><br><br><b>the number of days with minimum air temperature less than 0 degrees Celsius</b><br><br><b>the number of days with snow lying at 08:00 hours South African Time</b> |
|          | and which are available from:                                               | <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>                                                                                                                                                          |

|          |              |                                                                                              |
|----------|--------------|----------------------------------------------------------------------------------------------|
| <b>7</b> | <b>Title</b> | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b> |
|----------|--------------|----------------------------------------------------------------------------------------------|

## 8 Risks and insurance

|      |                                                                        |                                                                                                                                              |
|------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 80.1 | These are additional <i>Employer's</i> risks                           | <b>Extended adverse weather conditions</b>                                                                                                   |
| 84.1 | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                              |
| 1    | Insurance against:                                                     | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b> |
|      | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                 |



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|   |                      |                                                                                                                                                                                                                                                                                                                                                     |
|---|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | The deductibles are: | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 2 | Insurance against:   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|   | Cover / indemnity    | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|   | The deductibles are  | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 3 | Insurance against:   | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |
|   | Cover / indemnity    | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|   | The deductibles are: | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
| 4 | Insurance against:   | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                         |
|   | Cover / indemnity    | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                                                                                             |
|   | The deductibles are  | <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>                                                                                                                                                                                           |
|   | Note:                | <b>The deductibles for the insurance as stated above are listed in the document titled “Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance.”</b>                                                                                                                                                                       |



- 
- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
  - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
  - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor
  - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.
  - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement



|          |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                                                                                                                                                                                                                                                                                                                          | <p><b>6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</b></p> <p><b>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b></p> |
| 84.2     | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | <b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 84.2     | The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:                                                                                                                                                       | <b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>9</b> | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



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|           |                                                                             |                                                                                                                                                                                                                     |
|-----------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b> | <b>Data for main Option clause</b>                                          |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with Activity Schedule</b>                               | <b>No additional data is required for this Option.</b>                                                                                                                                                              |
| 60.6      | The <i>method of measurement</i> is                                         | <b>Activity Schedule</b>                                                                                                                                                                                            |
| <b>11</b> | <b>Data for Option W1</b>                                                   |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is                                                   | <b>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>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                  | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                             |
|           | If no <i>Adjudicator nominating body</i> is entered, it is:                 | <b>the Association of Arbitrators (Southern Africa)</b>                                                                                                                                                             |
| W1.4(2)   | The <i>tribunal</i> is:                                                     | <b>Arbitration</b>                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                         | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                |
|           | The place where arbitration is to be held is                                | <b>Johannesburg, South Africa</b>                                                                                                                                                                                   |
|           | The person or organisation who will choose an arbitrator                    | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                             |
|           | - if the Parties cannot agree a choice or                                   |                                                                                                                                                                                                                     |
|           | - if the arbitration procedure does not state who selects an arbitrator, is |                                                                                                                                                                                                                     |
| <b>12</b> | <b>Data for secondary Option clauses</b>                                    |                                                                                                                                                                                                                     |
| <b>X2</b> | <b>Changes in the law</b>                                                   | <b>No additional data is required for this Option</b>                                                                                                                                                               |



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|            |                                                                                                                                                                               |                                                                  |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>X7</b>  | <b>Delay damages</b>                                                                                                                                                          |                                                                  |
| X7.1       | Delay damages for Completion of the whole of the <i>works</i> are                                                                                                             | <b>To be agreed upon based on the amount of delay</b>            |
| <b>X16</b> | <b>Retention</b>                                                                                                                                                              |                                                                  |
| X16.1      | The retention free amount is                                                                                                                                                  | <b>Nil</b>                                                       |
|            | The retention percentage is                                                                                                                                                   | <b>10% on all payments certified.</b>                            |
| <b>X18</b> | <b>Limitation of liability</b>                                                                                                                                                |                                                                  |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                    | <b>Nil</b>                                                       |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>           |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                | <b>The cost of correcting the Defect</b>                         |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                                   |
| X18.5      | The <i>end of liability date</i> is                                                                                                                                           | <b>5 years after Completion of the whole of the <i>works</i></b> |



|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z</b>    | <b><i>Additional conditions of contract are:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Z1</b>   | <b>Obligations in respect of Job Creation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z1.1</b> | It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-14                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Z1.2</b> | The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-14 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 this specific material term of the contract, which may constitute a reason for termination..                                                                                                                                                                                                               |
| <b>Z1.3</b> | The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-14. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event. |



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**Z2 Additional clause relating to  
Performance Bonds and/or  
Guarantees**

**Z2.1**

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

**Z3 Additional clauses relating to Joint  
Venture**

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**Z3.1****Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an ‘Incorporated Joint Venture,’ the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.**

**The Joint Venture agreement shall contain but not be limited to the following:**

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent’s interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor’s* representative;**



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | iii. Identification of the roles and responsibilities of the constituents to provide the Works.                                                                                                                                                                                                                                                                                                                                                                               |
|      | • Financial requirements for the Joint Venture:                                                                                                                                                                                                                                                                                                                                                                                                                               |
|      | i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;                                                                                                                                                                                                                                                                                           |
|      | ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.                                                                                                                                                                                                                                                                                                                                                     |
| Z3.2 | Insert additional core clause 27.6<br><br>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i> .                                                                                                                                                                                                                                                                                |
| Z4   | Additional obligations in respect of Termination                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Z4.1 | The following will be included under core clause 91.1:<br>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and<br><br>Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |



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|             |                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z4.2</b> | <b>Termination Table</b>                                                    | <b>The following will be included under core clause 90.2 Termination Table as follows:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|             |                                                                             | <b>Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z4.3</b> |                                                                             | <b>Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z5</b>   | <b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Z5.1</b> |                                                                             | <ol style="list-style-type: none"> <li><b>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</b></li> <li><b>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</b></li> <li><b>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</b></li> </ol> |
| <b>Z6</b>   | <b>Additional Clause Relating to Collusion in the Construction Industry</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Z6.1</b> |                                                                             | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Z7.1** The *Employer* and the *Contractor* 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.

**Z8.1**

Insert additional clause 27.7.

**27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule

**27.2.2.** The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

**27.7.3.** Breach of B-BBEE Improvement Plan commitments provide the *Employer* cause to terminate the contract.

**27.7.6.** The performance of the *Contractor* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Contractor* shall grant the *Employer* a right of access and provide the underlying data supporting the achievement by the *Contractor* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.



**27.7.7.** The *Contractor* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Contractor's* compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Contractor* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Contractor* in relation to the accepted B-BBEE Improvement Plan.

**27.7.10.** To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the *Employer* shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the *Employer* to the *Contractor* in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date as follows:

**27.7.11.** Penalties will be levied based on the failure of the *Contractor* to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the *Contractor* to contribute to the achievement of the targets in the accepted B-BBEE improvement plan;

**27.7.12.** In order to guarantee that the *Contractor* meet its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during interval .....the *Employer* shall be entitled to retain 5% (five percent) of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount").

**27.7.13.** The B-BBEE Retention amount shall be retained by the *Employer* as guarantee for the remaining obligations of the *Contractor* in terms of the accepted B-BBEE Improvement Plan;



**27.7.14** The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the *works* shall not exceed 10%;

**27.7.15.** Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*;
- not be met, unless such failure is an attributable occurrence of an event which:
  - stops the *Contractor* Providing the *works* or
  - stops the *Contractor* Providing the *works* by the date shown on the Accepted Programme and which
  - neither Party could prevent and
  - an experienced Contractor would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it
  - the Contractor shall forfeit the B-BBEE Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

**27.7.16.** Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.



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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 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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(18) | The <i>working areas</i> are the Site and  |      |
| 24.1     | The <i>Contractor's</i> key persons are:   |      |
|          | 1 Name:                                    |      |
|          | Job:                                       |      |
|          | Responsibilities:                          |      |



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|          |                                                             |                                                                                                     |
|----------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
|          | Qualifications:                                             |                                                                                                     |
|          | Experience:                                                 |                                                                                                     |
| 2        | Name:                                                       |                                                                                                     |
|          | Job                                                         |                                                                                                     |
|          | Responsibilities:                                           |                                                                                                     |
|          | Qualifications:                                             |                                                                                                     |
|          | Experience:                                                 |                                                                                                     |
|          |                                                             | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b> |
| 11.2(14) | The following matters will be included in the Risk Register |                                                                                                     |
| 31.1     | The programme identified in the Contract Data is            |                                                                                                     |
| <b>A</b> | <b>Priced contract with activity schedule</b>               |                                                                                                     |
| 11.2(20) | The <i>activity schedule</i> is in                          | <b>Part C2.2</b>                                                                                    |
| 11.2(30) | The tendered total of the Prices is                         | <b>R _____ (in figures)</b><br><br><br><br><br><b>(in words), excluding VAT</b>                     |





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|      |    |                                                                              |                         |                  |             |
|------|----|------------------------------------------------------------------------------|-------------------------|------------------|-------------|
| 41   | in | The percentage for people overheads is:                                      | %                       |                  |             |
| SSCC |    |                                                                              |                         |                  |             |
| 21   | in | The published list of Equipment is the last edition of the list published by |                         |                  |             |
| SSCC |    |                                                                              |                         |                  |             |
|      |    | The percentage for adjustment for Equipment in the published list is         | % (state plus or minus) |                  |             |
| 22   | in | The rates of other Equipment are:                                            | Equipment               | Size or capacity | Rate        |
| SSCC |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
| 61   | in | The hourly rates for Defined Cost of design outside the Working Areas are    | Category of employee    |                  | Hourly rate |
| SSCC |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
|      |    |                                                                              |                         |                  |             |
| 62   | in | The percentage for design overheads is                                       | %                       |                  |             |
| SSCC |    |                                                                              |                         |                  |             |



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|            |                                                                                                                              |  |
|------------|------------------------------------------------------------------------------------------------------------------------------|--|
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |  |
|------------|------------------------------------------------------------------------------------------------------------------------------|--|

|            |                                                                                                                              |                             |                    |
|------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------|
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are                                                    | <b>Category of employee</b> | <b>Hourly rate</b> |
|            |                                                                                                                              |                             |                    |
|            |                                                                                                                              |                             |                    |
|            |                                                                                                                              |                             |                    |
|            |                                                                                                                              |                             |                    |
| 62 in SSCC | The percentage for design overheads is                                                                                       | %                           |                    |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |                             |                    |

|  |
|--|
|  |
|--|



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## PART 2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option A | 2           |
| C2.2               | Activity Schedule              | 1           |



## C2.1 Pricing Instructions: Option A

### THE *CONDITIONS OF CONTRACT*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

#### Identified 11 and

**defined terms** 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

#### Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.



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- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



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## C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

| Activity No                                                                 | Activity Description                                                                                                                                | Unit | Quantity | Rate | Price of each activity |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|------------------------|
| 1                                                                           | Safety file submission                                                                                                                              |      |          |      |                        |
| 2                                                                           | Ordering of Material                                                                                                                                |      |          |      |                        |
| 3                                                                           | Replacement of electrical workshop roof sheets and heat insulation sheets and gutters and downpipes.                                                |      |          |      |                        |
| 4                                                                           | Installation of ceiling within electrical workshop offices and repairing of roof leaks                                                              |      |          |      |                        |
| 5                                                                           | Cleaning and repairing of roof sheets, gutters, header boxes and downpipes, and application of rubber sealant within diesel workshops, offices and. |      |          |      |                        |
| 6                                                                           | Replacement of translucent sheets in the warehouse and enclosure of storage facility with IBR side cladding.                                        |      |          |      |                        |
| 7                                                                           | Refurbishment of ablution and kitchen facilities                                                                                                    |      |          |      |                        |
| 8                                                                           | Cleaning and unblockage of storm water drainage system                                                                                              |      |          |      |                        |
| <b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b> |                                                                                                                                                     |      |          |      |                        |



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## PART C3: SCOPE OF WORK

| Document reference    | Title                               | No of page |
|-----------------------|-------------------------------------|------------|
| C3.1                  | This cover page                     | 1          |
|                       | <i>Employer's Works Information</i> | 10         |
| Total number of pages |                                     | 11         |



## **C3.1 EMPLOYER'S WORKS INFORMATION**

### **Description of the works**

#### **1. Scope of Work**

This specification requirement covers all the requirements that will be needed to inform the supplier/vendor/manufacture to carry out what is expected from him/her: The contract will be awarded as a turnkey project and the contractor will be responsible for all the work specified.

This specification states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for sound engineering practice. Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering KOEDOESPOORT at tender stage and optional prices for addressing such omissions must be provided.

The Supplier shall supply all the labour, tools, material, equipment, consumables, facilities, testing and supervision required for the supply of the specified equipment at site during erection, pre-commissioning and commissioning activities.

#### **2. Site Inspection**

Tenderers must visit the site to familiarize themselves with all the aspects involved relating to the project that must be done. This must be arranged via the Contract Manager. The site inspection certificate will be counter-signed by the Contract Manager on day of the site visit. The tender documents must only be submitted if the site inspection certificate has been signed.

#### **3. Information Required**

Tenders shall be in duplicate and will not be considered if full particulars of all relevant equipment and works requested are not submitted at the tender stage, to ensure an objective assessment of the offer can be made. Tenderers shall confirm that the items that they are offering comply at a standard not less than the minimum required requirement asked for in the specifications. Tenderers must comply to these specifications, but alternative offers may, in addition, also be submitted. Such alternative offers must be fully motivated and substantiated.





#### **4. Specific Requirements:**

Comply with the Occupational Health and Safety Act (Act85 of 1993), as amended.

Adhere to the Construction Regulations of the Occupational Health and Safety Act (Act85 of 1993), as amended.

The contractor to have SAFETY INDUCTION and have valid permits when entering Transnet Engineering.

The contractor to have a SAFETY FILE, SITE INSTRUCTION BOOK on site at all times.

All measurements and amounts must be stipulated in quote.

Contractor's name board will at all times be visible.

A supervisor will be on site at all times.

The correct PPE must be worn at all times. (Harnesses ropes, etc.)

During and on completion of the project, there will be SHE inspections and Risk assessments done on the site that the supplier/vendor is working on, which will be reported to the project manager.

Failure to comply will result in a stop certificate being issued and the supplier will be required to leave the site until the situation is rectified.

All scaffolding used to be SANS approved.

All employees who will be working at height to have medical fitness certificate and proof of competency training thereof.

Valid letter of good standing with Workman's Compensation.

Failure to comply will result in a stop certificate being issued and the supplier will be required to leave the site until the situation is rectified.

Comply with Transnet Engineering SHE Specification for contract work Version 02.



## 5. Technical Requirements

All equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended. Sudden power losses will not have an adverse effect on equipment and shall not unduly delay return to operation after power is restored.

## 6. Codes of Practice, Regulations & Standards

The tenderer shall specify which statutory or industry rules will be applied for the equipment to be working successfully and safely and shall indicate the designed life span.

## 7. Specific Requirements

|            |                                                                                                                                                                                                             |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>   | <b>Scope of Work</b>                                                                                                                                                                                        |
|            |                                                                                                                                                                                                             |
| <b>1.1</b> | <b>Electrical workshop</b>                                                                                                                                                                                  |
| 1.1.1      | Replace all roof sheets, gutters, side cladding, heather boxes connected to downpipes, replace all the heat insulation sheet, and supply and install eight (8) whirly birds on roof at Electrical workshop. |
| 1.1.2      | Supply and install ceiling in the offices and repair all roof leaks within offices within Electrical workshop.                                                                                              |
| 1.1.3      | Clean and repair/replace all damaged downpipes in workshop in Electrical workshop.                                                                                                                          |
| 1.1.4      | Replace all damaged windows in the workshops, warehouses and offices.                                                                                                                                       |
| 1.1.5      | Install flashing on the shedding roof that has been blown by wind.                                                                                                                                          |
| 1.1.6      | All the removed roof sheets, gutters and downpipes must be stored in a demarcated area within the depot.                                                                                                    |
| 1.1.7      | Clean the downpipe discharging channels and ensure that there is no misalignment between the gutters and downpipes.                                                                                         |
|            |                                                                                                                                                                                                             |
| <b>1.2</b> | <b>Diesel workshop</b>                                                                                                                                                                                      |
| 1.2.1      | Repair/replace all gutters and downpipes within the workshop                                                                                                                                                |



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|            |                                                                                                                      |
|------------|----------------------------------------------------------------------------------------------------------------------|
| 1.2.2      | Replace all damaged windows in the workshops, warehouses and offices                                                 |
| 1.2.3      | Repair/ replace all leaking roof sheets                                                                              |
| 1.2.4      | Replace all leaking louvre fans and extractor fans on the roof                                                       |
| 1.2.5      | Replace all gutters and downpipes in the diesel in-service workshop and repair all roof leaks                        |
|            |                                                                                                                      |
| <b>1.3</b> | <b>Warehouse</b>                                                                                                     |
| 1.3.1      | Replace all translucent (Clear) roof sheets with new roof sheets similar to the existing corrugated roof sheets.     |
| 1.3.2      | Replace all gutters and downpipes in the warehouse.                                                                  |
|            | Establish or ready the site for repairs.                                                                             |
| 1.3.3      | Supply and install side cladding on the sub material store next to compressor house on both sides (North and South). |
|            |                                                                                                                      |
| <b>1.4</b> | <b>Ablution facilities</b>                                                                                           |
| 1.4.1      | Replace all damaged floor tiles within two ablution facilities                                                       |
| 1.4.2      | Repaint the walls within ablution facilities                                                                         |
| 1.4.3      | Replace all damaged shower doors, shower floors floors and shower heads                                              |
| 1.4.4      | Repair/replace all damaged toilet systems (WC pan, seat, seat cover and tissue holders)                              |
| 1.4.5      | Repair/replace all damaged basin and basin mixers                                                                    |
| 1.4.6      | Testing and commissioning                                                                                            |
|            |                                                                                                                      |
| <b>2</b>   | <b>Site Establishment</b>                                                                                            |
| 2.1        | Hiring of all necessary equipment to complete the scope of work.                                                     |
| 2.2        | The contractor must comply with Transnet Engineering safety procedures                                               |
| 2.3        | Site must be cleaned and all rubble must be removed daily.                                                           |
|            |                                                                                                                      |



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|           |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3</b>  | <b>Cleaning Of Gutters and Downpipes</b>                                                                                                                                                                                                                                                                                                                                                                       |
| 3.1       | Sweep gutters clean of debris. In the area of damage, dry surface and remove any loose coating particles by gently Scraping.                                                                                                                                                                                                                                                                                   |
| 3.2       | Remove any zinc salts or rust on exposed galvanised surface by abrasive cleaning using a non-metallic media.                                                                                                                                                                                                                                                                                                   |
| 3.3       | Wash damaged area with water and washing up liquid, rinse off and dry thoroughly before commencing any repair work.                                                                                                                                                                                                                                                                                            |
| 3.4       | Where the membrane is badly scuffed, torn, ripped or damaged exposing the galvanised metal; heat weld a membrane patch to an area covering plus 50mm all around the damaged section.                                                                                                                                                                                                                           |
| 3.5       | For blocked outlets, block the bottom of the downpipe with a rag to stop any debris getting into the drain, then scoop out the leaves and silt from the gutter with a small trowel. Remove the rag, and rinse out the gutter and downpipe with water. To stop the problem recurring, fit a Leaf-Guard cover over the outlet, and a gutter guard over the guttering (just cut it to size and clip it in place). |
| 3.6       | Clean/unblock drain holes at the bottom of downpipes.                                                                                                                                                                                                                                                                                                                                                          |
| 3.7       | If a PVC downpipe is loose, check to see if one of the clips has lost a connecting bolt. Then replace it with a galvanised bolt of the same size. If this is the case, replace them and refix the screws, or fit new 6.5mm gauge galvanised screws. If a cast iron downpipe is loose, take out the fixing nails or screws and insert wall plugs. Then drive the nails back in or fit galvanised screws.        |
|           |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4.</b> | <b>Replacement of Windows ( Diesel workshop, electrical workshop, warehouse and office area)</b>                                                                                                                                                                                                                                                                                                               |
| 4.1       | Replace all cracked and broken window glass                                                                                                                                                                                                                                                                                                                                                                    |
| 4.2       | Remove putty and glass pains                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.3       | Clean working area to be free from putty and glass.                                                                                                                                                                                                                                                                                                                                                            |
| 4.4       | Remove all paint and putty from frames to bare surface.                                                                                                                                                                                                                                                                                                                                                        |
| 4.5       | Apply water based edge primer to frames inside and outside.                                                                                                                                                                                                                                                                                                                                                    |
| 4.6       | Apply universal undercoat to window frame inside and outside.                                                                                                                                                                                                                                                                                                                                                  |
| 4.7       | Apply one coat of enamel paint to outside of frames only                                                                                                                                                                                                                                                                                                                                                       |



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|          |                                                                                                                                                                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.8      | Apply +/- 5mm to 6mm white watertight silicon sealer around inside of frame insert pane and compress silicon sealer that pane is +/- 2mm away from frame , remove of silicon on outside to a smooth finish. |
| 4.9      | No back putty to be applied.                                                                                                                                                                                |
| 4.10     | Normal glazing to be applied on the inside of window frame.                                                                                                                                                 |
| 4.11     | After glazing is cured on the inside apply single layer universal undercoat and thereafter apply single coat white high gloss enamel.                                                                       |
| 4.12     | Clean of window panes remove excess paint and clean pains using window-cleaning agent.                                                                                                                      |
| <b>5</b> | <b>Repairing of roof leakages</b>                                                                                                                                                                           |
| 5.1      | All roof sheets and gutters that are damaged and causing the roof leaks must be replaced with new roof sheets and gutters similar to the existing ones.                                                     |
| 5.2      | Apply roof guard/seal on the securing nails of the sheets after roof sheets are replaced.                                                                                                                   |
| 5.3      | Replace the damaged ceiling and cornices                                                                                                                                                                    |
| 5.4      | Replace the damaged door at the store in functional building                                                                                                                                                |
| <b>6</b> | <b>Installation of whirly birds, gather heather boxes, gutters and new roof sheets on electrical workshop</b>                                                                                               |
| 6.1      | Supply & install 8 whirly birds on top of the knock of the roof.                                                                                                                                            |



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Size 800. 800 x 970 x 720 mm. as indicated see figure below

Model and size diagram :



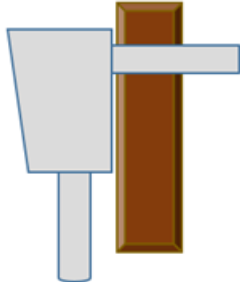
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | Ensure the whirly birds are installed and properly secured with no water leaks.                                                                                                                                                                                                                                                                                                                                                                         |
| 6.3 | <p>Supply and install 0.5mm FULL HARD CHROMA DECK GREY OF COLOUR ROOF SHEETING and WHITE-FACED THERMAL HEAT ISOLATION 75MM THICK will be installed onto office facility as well.</p> <ul style="list-style-type: none"> <li>When sheets and heat insulation are removed off, the new roof sheets and heat insulation will be placed on.</li> <li>This will take place simultaneously to prevent rain falling inside the workshop or offices.</li> </ul> |
| 6.4 | Supply & install WHITE FACED THERMAL HEAT ISOLATION 75MM THICK between roof sheeting and roof structure as well as between the side-cladding.                                                                                                                                                                                                                                                                                                           |
| 6.5 | Supply & install 1mm THICK SEAMLESS GALVANIZED GUTTER this gutter must be installed before roof sheeting are installed.                                                                                                                                                                                                                                                                                                                                 |
| 6.6 | No down pipes will be fitted in the work shed, only on the outside of the work shed.                                                                                                                                                                                                                                                                                                                                                                    |
| 6.7 | Supply & install new 1mm GALVANIZED RAINWATER GATHER HEATHER BOXES which are fitted between gutter and downpipes at the end of work shed.                                                                                                                                                                                                                                                                                                               |



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|          |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.8      | <p>Gather heather boxes to be manufactured to be efficient and the downpipes are 250mm.</p> <div data-bbox="399 425 826 560" data-label="Text"> <p>Gutter to be lengthen trough the wall<br/>And supply &amp; install heather box with 250mm down pipe<br/>Secure heather box and down pipe + route down pipe towards<br/>Storm water drain</p> </div>  |
| 6.9      | Supply and install 250mm diameter PVC downpipes connected to gather heather boxes.                                                                                                                                                                                                                                                                                                                                                       |
| 6.10     | There must be no miss understanding the gutters will be 1mm thick and galvanized material.                                                                                                                                                                                                                                                                                                                                               |
| 6.11     | Downpipes to be routed towards storm water drains.                                                                                                                                                                                                                                                                                                                                                                                       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>7</b> | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7.1      | All works completed will carry a 24 months warranty. A water flow test will be conducted for every column repaired.                                                                                                                                                                                                                                                                                                                      |
| 7.2      | Contractor should submit a safety file indicating that he is competent to work on heights with his/her stuff also trained to work on heights.                                                                                                                                                                                                                                                                                            |
| 7.3      | All material used to be SANS approved.                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.4      | Extra care to be taken when working on heights near electricity overhead lines and the necessary lockout procedures to be followed.                                                                                                                                                                                                                                                                                                      |
| 7.5      | All gutters and objects lying on the roof to be removed from the roof.                                                                                                                                                                                                                                                                                                                                                                   |
| 7.6      | Area to be cleaned and neat on completion.                                                                                                                                                                                                                                                                                                                                                                                               |
| 7.7      | Damage to any existing services shall be repaired by the supplier.                                                                                                                                                                                                                                                                                                                                                                       |
| 7.8      | Rubble to be removed on regular base and be dump at suitable dumping site.                                                                                                                                                                                                                                                                                                                                                               |



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|           |                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.9       | No metal or material belonging to TE (old fence) shall be removed from the premises. (To be handed over to TE).                                                                                                                                                                                                                                                                 |
| <b>8.</b> | <b>Documentation</b>                                                                                                                                                                                                                                                                                                                                                            |
| 8.1       | Before any work is performed the supplier must submit a safety file complete with risk assessment to the project manager.                                                                                                                                                                                                                                                       |
| 8.2       | Certificate of working from heights for all the employees                                                                                                                                                                                                                                                                                                                       |
| 8.3       | Medical certificates for all employees must be included in the safety file.                                                                                                                                                                                                                                                                                                     |
| <b>9.</b> | <b>Guarantee:</b>                                                                                                                                                                                                                                                                                                                                                               |
| 9.1       | The supplier shall guarantee for a period 24 months after successful commissioning of the repaired roofs that all components, plant equipment and material are new and fit for the specific purpose which they are purchased, and free from any defects in design, workmanship and material, and are in strict accordance with the contract, unless otherwise agree in writing. |
| 9.2       | The supplier shall agree to replace at his/her cost any defective items discovered within the guaranteed period.                                                                                                                                                                                                                                                                |
| 9.3       | The supplier shall clearly stipulate the nature of the guarantee and how long it will take their maintenance staff to be on site. Transnet Engineering requires a response time of no more than 24 hours.                                                                                                                                                                       |
| 9.4       | Should the supplier fail, when called upon, to make good or remedy a defect (under guarantee or declared inherent) within a reasonable time, Transnet Engineering may affect the repair and thereafter recover from the supplier all cost and expenses associated with the supplier.                                                                                            |

## 8. References

Standard operating procedure for specification of contract work.

## 9. Quality Control

The contractor shall provide a quality control plan with the tender indicating how quality will be assured.





## **10. Installation and Commissioning:**

A detailed program (project-plan/gantt-chart) shall be submitted with the tender, indicating the main activities and periods necessary up to handover. The bidder shall submit with their tender a detail erection and installation procedure.

The contractor shall be fully responsible for any damage caused to all supplied equipment and to Transnet Engineering's assets during the installation, testing and commissioning. The supplier shall conduct a risk assessment as to identify anything that might hinder the installation of the equipment.

## **11. Guarantee:**

The contractor shall guarantee for a period of 24 months after successful commissioning of the repaired roofs and free from any defects in design, workmanship and material, and are in accordance with the Contract, unless otherwise agreed in writing.

The Contractor shall agree to replace at his cost any defective items discovered within the guaranteed period.