

**Transnet National Ports Authority**  
an Operating Division **TRANSNET SOC LTD**  
[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR THE: RENOVATIONS TO QUARTERS AT CAPE COLUMBINE LIGHTHOUSE**

<b>RFP NUMBER</b>	<b>: LNS/RFQ/06/2020 CIDB</b>
<b>ISSUE DATE</b>	<b>: 25 AUGUST 2021</b>
<b>NON - COMPULSORY BRIEFING</b>	<b>: 07 SEPTEMBER 2021</b>
<b>CLOSING DATE</b>	<b>: 23 SEPTEMBER 2021</b>
<b>CLOSING TIME</b>	<b>: 1200PM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

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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].

<b>DESCRIPTION</b>	<b>RENOVATIONS TO DURBAN WORKSHOP STORE BUILDING</b>
<b>TENDER ISSUE DATE</b>	This Tender issue date is 25 August 2021 and must be downloadable directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> FREE OF CHARGE

<b>INTENTION TO TENDER/NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>Bidders are to please indicate their intention to respond to this bid by sending an email with their contact details to the following address; <a href="mailto:Leandre.Lewis@transnet.net">Leandre.Lewis@transnet.net</a> <a href="mailto:Leandre.Lewis@transnet.net">Leandre.Lewis@transnet.net</a> on or before 03 September 2021. This is to ensure that any required communication (e.g. addenda to the tender) in relation to this tender reaches those intending to respond. Transnet will not be held liable if Tenders do not respond by this date and do not receive the latest information regarding this Tender as a result thereof.</p> <p>A Non-Compulsory Tender Clarification Meeting will be conducted at Cape Columbine Lighthouse, <b>on the 07<sup>th</sup> of September 2021, at 11:00am [11 o'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Non-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 body temperature testing for COVID 19.</li> <li>• All forms of firearms are prohibited on Transnet properties and</li> </ul>
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	premises.
<b>CLOSING DATE</b>	<b>12:00pm on 23 September 2021</b> Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

**2 TENDER SUBMISSION**

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: LNS/RFQ/06/2020 CIDB

Description: Renovations to Quarters at Cape Columbine Lighthouse Cape Columbine Lighthouse

Closing date and time: **23 SEPTEMBER 2021 at 12:00pm**

Closing address: *[Refer to options in paragraph 3 below]*

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

**3 DELIVERY INSTRUCTIONS FOR TENDER**

**3.1 Delivery by hand**

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location.....

and must be addressed as follows:

THE SECRETARIAT  
LOCAL ACQUISITION COUNCIL  
GREEN POINT LIGHTHOUSE, TENDER BOX  
100 BEACH ROAD  
MOUILLE POINT  
CAPE TOWN  
8005

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

**3.2 Dispatch by courier**

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

THE SECRETARIAT  
LOCAL ACQUISITION COUNCIL

GREEN POINT LIGHTHOUSE, TENDER BOX  
100 BEACH ROAD  
MOUILLE POINT  
CAPE TOWN  
8005

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

#### **4 CONFIDENTIALITY**

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

#### **5. DISCLAIMERS**

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

- 5.1 Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2 Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3 Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4 Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;



- 5.5 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 5.6 Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 5.7 Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 5.8 Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 5.9 Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 5.10 Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 5.11 Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-18, **Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 6 Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

**7 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

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

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



**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](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 Construction Procurement, 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 <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2 : Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract data  Part C2: Pricing data  Part C3: Scope of work  Part C3: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents T2.2 Returnable schedules  C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)  C2.1 Pricing instructions C2.2 Activity Schedule  C3.1 Works Information  Site information

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C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Leandre Lewis
	Address:	LNS Finance & Procurement Office 100 Beach Road Mouille Point, Green Point Cape Town 8005
	Tel No.	021 449 3711
	E – mail	<a href="mailto:Leandre.Lewis@transnet.net">Leandre.Lewis@transnet.net</a>

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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 non-compulsory clarification meeting:**

- The Bid has been lodged on time.
- Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time.
- validity of all returnable documents

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

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

- Pre-qualification for an Exempted Micro Enterprise minimum B-BBEE Level 2 in terms of PPPFA Preferential Procurement Policy Regulations 2017.
- Submits a tendered price in the form of offer and acceptance which is fixed and firm for the duration of the contract.

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

### **3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

**Tenderers must properly complete, duly sign and submit returnable schedule T2.2-1**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

**100% for steel products;  
90% for electrical cables**

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-1... (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

<http://www.the dti.gov.za/industrial development/ip.jsp>

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

### **4. Stage Four - 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 **3GB 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 **3GB or higher** class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

#### **5. Stage Five - 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.2.12 No alternative tender offers will be considered.

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

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

Location of tender box

Physical address: TRANSNET NATIONAL PORTS AUTHORITY

Identification details: THE SECRETARIAT  
LOCAL ACQUISITION COUNCIL  
GREEN POINT LIGHTHOUSE, TENDER BOX  
100 BEACH ROAD  
MOUILLE POINT  
CAPE TOWN  
8005

The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: LNS/RFQ/06/2020 CIDB
- The Tender Description: Renovations to Technical Quarters at Cape Columbine Lighthouse Cape Columbine

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 23 SEPTEMBER 2021**

Location: **Transnet National Ports Authority**

THE SECRETARIAT

LOCAL ACQUISITION COUNCIL

GREEN POINT LIGHTHOUSE, TENDER BOX

100 BEACH ROAD

MOUILLE POINT

CAPE TOWN

8005

**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;
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

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

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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.**

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**Functionality Criteria**

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

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Management & CV's of Key Persons
- T2.2-05 **Evaluation Schedule:** Method Statement
- T2.2-06 **Evaluation Schedule:** Quality Management
- T2.2-07 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-08 **Evaluation Schedule:** Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 50, 60, 70, 80 and 100 (linear scale, more suitable for NEC3, ECC (construction related procurement

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

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

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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 6 and 7.

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

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

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

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C.3.13 Tender offers will only be accepted if:

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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:

#### **Stage One - Eligibility with regards to attendance at the non-compulsory clarification meeting:**

- The Bid has been lodged on time.
- Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time.
- validity of all returnable documents

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

- Pre-qualification for an Exempted Micro Enterprise minimum B-BBEE Level 2 in terms of PPPFA Preferential Procurement Policy Regulations 2017.
- Submits a tendered price in the form of offer and acceptance which is fixed and firm for the duration of the contract.

T2.2-01 **Stage Three as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)

T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Management & CV's of Key Persons
- T2.2-05 **Evaluation Schedule:** Method Statement
- T2.2-06 **Evaluation Schedule:** Quality Management
- T2.2-07 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-08 **Evaluation Schedule:** Method Statement

### 2.1.3 Returnable Schedules: General

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources

- T2.2-14 Schedule of proposed Subcontractors
- T2.2-15 Site Establishment requirements

**Agreement and Commitment by Tenderer:**

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- 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

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Three (3) years audited financial statements

**1.3.3 Transnet Vendor Registration Form:**

- T2.2-25 Transnet Vendor Registration 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**

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## SBD 6.2

### **T2.2-01: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors**

**This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).**

**Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].**

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.**
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.**
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.**
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.**
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:**

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$$LC = [1 - x / y] * 100$$

**Where**

- x** is the imported content in Rand  
**y** is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

**1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;**

**2. Definitions**

**2.1. “bid” includes written price quotations, advertised competitive bids or proposals;**

**2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);**

**2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;**

**2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;**

**2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).**

**2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing**



**costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;**

- 2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Steel Products minimum local content	100%
• Electrical Cables minimum local content	100%

4. Does any portion of the services, works or goods offered have any imported content?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	



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<b>Pound Sterling</b>	
<b>Euro</b>	
<b>Yen</b>	
<b>Other</b>	

**NB: Bidders must submit proof of the SARB rate (s) of exchange used.**

- 5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.**



**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.**

**ISSUED BY: TRANSNET ..... ON BEHALF OF TRANSNET SOC LTD**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.**
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.**

**I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....of.....(name of bidder entity), the following:**

- (a) The facts contained herein are within my own personal knowledge.**
- (b) I have satisfied myself that:**
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and**
  - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1**



above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity ..... Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R



<b>Stipulated minimum threshold for local content (paragraph 3 above)</b>	
<b>Local content %, as calculated in terms of SATS 1286:2011</b>	

<b>Price of the Designated commodity ..... Ex Vat</b>	<b>R</b>
<b>Imported content (x), as calculated in terms of SATS 1286:2011</b>	<b>R</b>
<b>Stipulated minimum threshold for local content (paragraph 3 above)</b>	
<b>Local content %, as calculated in terms of SATS 1286:2011</b>	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C “local content declaration - summary schedule” may result in the tender submission being non-responsive and disqualified from any further evaluation.**

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the **Contractor** is unable to achieve the local content undertaking, the **Contractor** must approach the Department of Trade and Industry (“DTI”) to obtain exemption in order to supply the goods at a lower local content threshold. The **Contractor** is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the **Contractor** shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the **Contractor** shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the **Contractor** fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the **Employer’s** other rights in law:
  - i. The **Employer** shall afford the **Contractor** a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the **Contractor** fail to meet its obligations within the further 30 day period, the **Contractor** shall pay a Non-Compliance penalty (“Non-compliance Penalty”) to the **Employer** in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the **Contractor** shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

- Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
- iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
- v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period (“the Local Content Retention Amount”). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

**Non-compliance Penalty Certificate:**

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

- a) **Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.**
- b) **The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.**
- c) **It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.**

**The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.**









## T2.2-02: 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

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 **3GB or higher** class of construction work, are eligible to have their tenders evaluated.

### Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the a **3GB or higher** class of construction work; and
- 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 **3GB 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 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.

## T2.2-03: Evaluation Schedule: Programme

### Note to tenderers:

The Tenderer provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 3 showing as a minimum the following:-

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *Starting date, access dates, Key Dates and Completion Date*
- Planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

The *Contractor* indicates for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

- **Progress Measurement & Tracking Sheets:**

The *Contractor* provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Successor	Time risk allowances (TRA)
-----------------	----------------------	------------	-------------	-----------	----------------------------

The scoring of the programme will be as follows:

Programme (10)				
	Ability to Provide the Services (6)	Provision of Dates (1)	Resourcing & Equipment (1)	Progress Measurement & Tracking Sheets (2)
<b>Score 0</b>	The tenderer has <b>submitted no information</b> or inadequate information to determine a score.	The tenderer has <b>submitted no information</b> or inadequate information to determine a score.	The tenderer has <b>submitted no information</b> or inadequate information to determine a score.	The tenderer has <b>submitted no information</b> or inadequate information to determine a score.
<b>Score 20</b>	<ul style="list-style-type: none"> <li>The programme is not acceptable as it will not satisfy project objectives or requirements.</li> <li>The programme does not meet all the required timeframes.</li> <li>The programme does not follow a logical sequence or has critical logic errors.</li> <li>Critical components of the scope is excluded and not to the level required in the scope.</li> <li>The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.</li> </ul>	The tenderer has <b>addressed some</b> but not all date requirements and submission is missing critical activities and dates which renders it <b>unrealistic / unachievable.</b>	The tenderer has <b>addressed some</b> but not all resource requirements and submission is missing critical resources & equipment which renders it <b>unrealistic / unachievable.</b>	<b>The submission is generic.</b> The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.
<b>Score 40</b>	<ul style="list-style-type: none"> <li>The programme is generic, not practical and realistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements.</li> <li>The programme does not meet all the required timeframes.</li> <li>The programme is missing some logic but is does not influence the tendered timeframe.</li> <li>Some components of the scope is excluded and not to the level required in the scope.</li> </ul>	The tenderer has <b>addressed some</b> but not all date requirements and submission is missing some activities and dates which renders it <b>at risk of being unrealistic / unachievable.</b>	The tenderer has <b>addressed some</b> but not all resource requirements and submission is missing some resources & equipment which renders it <b>at risk of being unrealistic / unachievable.</b>	<b>The submission is project specific.</b> The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.



Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_



## T2.2-04: Evaluation Schedule: Management & CV's of Key Persons

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

1. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member;
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - a. Relevant experience.
  - b. The education, training and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)
  - c. Key personnel should include at least, amongst others but not limited to:
    - Project Manager/Construction Manager
    - Construction/Site Supervisor
    - Construction/Site Supervisor Assistant
    - SHE Officer

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager/Construction Manager		
2	Construction/Site Supervisor		
3	Construction/Site Supervisor Assistant		
4	SHE Officer		

**Note: CV's and profiles should show experience, background and track record in similar types of projects**

<p><b>Attached submissions to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
---------------------------------------------------------------------------------------------

The table below will be used as guidelines for scoring / evaluating the management and CV's of key persons submitted by the Tenderer:



	<b>Proposed Organisation Staffing (30)</b>
<b>Score 0</b>	Failed to provide information or inadequate information provided to determine a score.
<b>Score 20</b>	Key staff does not have suitable levels of relevant experience and qualifications or equivalent specialized training. Inadequate organisation chart, Incomplete list of Key staff and management structure. No details of the location and functions of offices where the work will be managed.
<b>Score 40</b>	Key staff has limited recommended levels of relevant experience and qualifications (from 1 but less than 3 years' experience). Organisation chart show incomplete list of Key staff and management structure. Details of the location where the work will be managed are defined but functions of offices are not defined.
<b>Score 60</b>	Key staff has acceptable levels of relevant experience (from 3 up to 5 years' experience). Organisation chart showing onsite and off-site management but not all Key staff have reasonable experience of issues pertinent to the project. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V. Details of the location where the work will be managed are defined but functions of offices are not clearly defined
<b>Score 80</b>	All Key staff have acceptable levels of relevant experience. Organisation chart showing onsite and off-site management and Key staff have adequate experience of issues pertinent to the project (more than 5 but up to to 8 years' experience). The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V. Details of the location and functions of offices from which the works will be managed are clearly defined.
<b>Score 100</b>	All Key staff have highly acceptable levels of relevant experience (more than 8 years' experience). Organisation chart showing onsite and off-site management and Key staff have reasonable experience of issues pertinent to the project. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V. Details of the location and functions of offices from which the works will be managed are clearly defined. All relevant and required professional registration/certification are provided.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_

## T2.2-05: Evaluation Schedule: Method Statement

### Note to tenderers:

#### Method statement

1. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.
2. The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.
3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
4. Method of construction and commissioning Process: Tender should narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, construction logistics, commissioning procedures and handover.

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

	<b>Approach Paper (10)</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The method statements are not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with any aspects of the project.
<b>Score 40</b>	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.
<b>Score 60</b>	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete and does encompass and detail the works objectives and requirements to be undertaken; the approach does not deal fully with the characteristics of the project.



<b>Score 80</b>	<p>Tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> <li>1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with scope of works and project schedule;</li> <li>2. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications and relates to the programme.</li> <li>3. The method statement covers all the aspects of the Works Information.</li> <li>4. Sufficiently flexible to accommodate changes that may occur during Executions.</li> </ol>
<b>Score 100</b>	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> <li>1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of works and project schedule;</li> <li>2. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications and relates to the programme.</li> <li>3. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches.</li> <li>4. The methodology details ways to improve the project outcomes and quality of outputs.</li> </ol>

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **T2.2-06: Evaluation Schedule: Quality Management**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Specific Quality Plan for the contract
2. Index / list of procedures and method statements to be used during the contract.
3. Project specific Quality Control Plan (QCP's)
4. Qualifications and experience of Quality Manager and officers

Note:

The policy must include or cover the following requirements:

- a. Is appropriate to the purpose of the organisation,
- b. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
- c. Provides a framework for establishing and reviewing quality objectives,
- d. Is communicated and understood within the organisation, and
- e. Is reviewed for continuing suitability.

**f. The scoring will be as follows**

<b>Quality Management (10)</b>				
	<b>Project Specific Quality Plan for the contract (1)</b>	<b>The Contractor Quality policy (2)</b>	<b>Index / List of procedures / method statements to be used (1)</b>	<b>Qualifications and experience of Quality Manager and officers (3)</b>
<b>Score (0)</b>	No PQP submitted.	No Signed Quality policy	No list of procedures and method statement submitted	No CV submitted
<b>Score (20)</b>	PQP is too general with not project specifics	1 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Index / list of procedures and method statement is not project specific	Key staff does not have suitable levels of relevant experience and qualifications or equivalent specialized training
<b>Score (40)</b>	PQP is project specific but inadequate to cover project scope	2 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Index / list of procedures and method statements is project specific but inadequate to cover the project scope	Key staff has limited recommended levels of relevant experience and qualifications (from 1 but less than 3 years' experience)
<b>Score (60)</b>	PQP shows adequate understanding of project quality requirements	3 of the 5 key policy requirements are recognised and meet the Employer's requirements.	Index / list of procedures and method statements shows adequate understanding of project quality requirements	Key staff has acceptable levels of relevant experience (from 3 but less than 5 years' experience)

<b>Quality Management (10)</b>				
	<b>Project Specific Quality Plan for the contract (1)</b>	<b>The Contractor Quality policy (2)</b>	<b>Index / List of procedures / method statements to be used (1)</b>	<b>Qualifications and experience of Quality Manager and officers (3)</b>
<b>Score (80)</b>	PQP shows above average understanding of the project quality requirements	4 of the 5 key policy requirements are recognised and meet the Employer’s requirements.	Index / list of procedures and method statements shows above average understanding of the project quality requirements	Key staff have adequate experience of issues pertinent to the project (from 5 but less than 8 years’ experience)
<b>Score (100)</b>	PQP covers all and above the project quality requirements of the project scope	5 of the 5 key policy requirements are recognised and meet the Employer’s requirements	Index / list of procedures and method statements covers all and above the project quality requirements	Key staff have adequate experience of issues pertinent to the project (from 8 or more years’ experience).

**Attached submissions to this schedule:**

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

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

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

Tenderer \_\_\_\_\_

**T2.2-07: Evaluation Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing
2. The Tenderers must provide their own project specific Health and Safety Plan addressing the requirements of TNPA health and safety specifications.
3. Safety, Health & Environmental Company Policy signed by the Accounting Officer, must include or cover the following five elements -
  1. Commitment to Safety, prevention of pollution,
  2. Continual improvement,
  3. Compliance to legal requirements, appropriate to the nature of contractor’s activities,
  4. Hold management accountable for development of the safety systems,
  5. Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, Construction manager, Assistant Construction manager, Health & Safety Manager, Health and Safety officer, Construction Supervisor, Construction assistant supervisor, Risk Assessor, SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
5. Safety officer’s CV, certificates and proof of registration with SACPCMP.
6. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
7. Overview of Risk Assessment Methodology and examples, highlighting major activities of the project.
8. **One year** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
9. Completed Health and Safety cost breakdown sheet.
10. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

**Attached submissions to this schedule:**

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**The scoring of the Tenderer’s Health and safety requirements will be as follows:**

<b>Health and Safety Management Plan (10)</b>									
	<b>Valid letter of good standing</b>	<b>The Tenderers must provide their own project specific Health and Safety Plan. Safety, Health &amp; Environmental Policy</b>	<b>Signed Policy covering the following five elements</b>  <ol style="list-style-type: none"> <li>1. <b>Commitment to Safety, prevention of pollution,</b></li> <li>2. <b>Continual improvement,</b></li> <li>3. <b>Compliance to legal requirements, appropriate to the nature of contractor’s activities,</b></li> <li>4. <b>Hold management accountable for development of the safety systems,</b></li> <li>5. <b>Include objectives and targets.</b></li> </ol>	<b>Roles &amp; Responsibilities , such as S16.1 CEO, S16.2 Assistant CEO, 8.1 Construction manager, 8.2 Assistant Construction manager, 8.5 Construction Supervisor, 8.8 Construction assistant supervisor, 9.1 Risk Assessor, CR12.1 Temporary Works Designer, 17.1 SHE Reps, COVID-19 Compliance Officer etc. as per the Occupational health and safety Act 85 of 1993</b>	<b>Safety officer’s CV, certificates and proof of registration with SACPCMP.</b>	<b>Overview of the tenderer’s Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: Clearing and grubbing; Construction and compaction of all layer works; Construction of electrical manholes; Construction of culverts; Construction of high light pole bases.</b>	<b>One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.</b>	<b>Completed Health and Safety cost breakdown sheet .</b>	<b>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</b>
<b>Points</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>

<b>Score 0</b>	No infor. / Invalid Certificate provided								
<b>Score 20</b>	N/A	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TGC health and safety specification.	Safety officer does not have relevant qualifications or not registered with SACPCMP.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
<b>Score 40</b>	N/a	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TGC health and safety specification.	Safety officer have below average qualifications but are registered with SACPCMP.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
<b>Score 60</b>	N/a	Satisfactory response/answer/solution to the particular	3 of the 5 key policy components are recognized and meet the <i>Employer's</i>	Satisfactory response on roles and responsibilities as per	Safety officer have average relevant qualifications	Satisfactory response/answer/solution to the particular	Satisfactory response/answer/solution to the particular	Satisfactory response/answer/solution to the particular	Satisfactory response/answer/solution to the particular aspect of the

		aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	requirements.	Employer's requirements.	(Diploma or B-Tech) and are registered with SACPCMP and have up to 5 years of relevant experience.	aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	requirement, evidence given that the stated <i>Employer's</i> requirements will be met.
<b>Score 80</b>	N/a	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TGC health and safety specification.	Safety officer have average relevant qualifications (Diploma or B-Tech) and are registered with SACPCMP and have more than 5 years of relevant experience.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.

<p><b>Score 100</b></p>	<p>Valid certificate provided.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements .</p>	<p>All 5 key policy components are recognized and meets the <i>Employer's</i> requirements</p>	<p>Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TGC Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.</p>	<p>Safety officer have above average relevant qualifications (High degree / Honors / Doctorate) and are registered with SACPCMP and have more than 5 years of relevant experience.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements .</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements .</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## Tender Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			

13.	Substance Abuse Testing			
14.	H&S Reward & Recognition			

<b>Total Health and Safety Cost (R)</b>	
<b>Total Tender Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	<b>%</b>

## Contractor Safety Questionnaire

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta									
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted work day cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:				Industry Classification:					
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)							Yes		No
2. Citations										
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:						Yes		No	

2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes		No	
<b>3. Citations</b>								
	Does your company have a Certificate of Recognition?				Yes		No	
	If yes, what is the	Certificate No:		Issue Date:				
<b>4. Safety Program</b>								
4A	Do you have a written safety program manual? If Yes, provide a copy for review				Yes		No	
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review				Yes		No	
4C	Does your safety program contain the following elements:							
		Yes	No		Yes	No		
	Corporate Safety Policy			Equipment Maintenance				
	Incident Notification Policy			Emergency Response				
	Recordkeeping & Statistics			Hazard Assessment				
	Reference to Legislation			Safe Work Practices				
	General Rules & Regulations			Safe Work Procedures				
	Progressive Discipline Policy			Workplace Inspections				
	Responsibilities			Investigation Process				
	PPE Standards			Training Policy & Program				
	Environmental Standards			Communication Processes				
	Modified Work Program							
<b>5. Training Program</b>								
5A	Do you have an orientation program for new hire employees? If Yes, include a course outline. Does it include any of the following:				Yes		No	
		Yes	No		Yes	No		
	General Rules & Regulations			Confined Space Entry				
	Emergency Reporting			Trenching & Excavation				
	Injury Reporting			Signs & Barricades				
	Legislation			Dangerous Holes & Openings				
	Right to Refuse Work			Rigging & Cranes				
	Personal Protective Equipment			Mobile Vehicles				
	Emergency Procedures			Preventative Maintenance				
	Project Safety Committee			Hand & Power Tools				
	Housekeeping			Fire Prevention & Protection				
	Ladders & Scaffolds			Electrical Safety				
	Fall Arrest Standards			Compressed Gas Cylinders				
	Aerial Work Platforms			Weather Extremes				
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:				Yes		No	

		Yes	No				Yes	No
	Employer Responsibilities			Safety Communication				
	Employee Responsibilities			First Aid/Medical Procedures				
	Due Diligence			New Worker Training				
	Safety Leadership			Environmental Requirements				
	Work Refusals			Hazard Assessment				
	Inspection Processes			Pre-Job Safety Instruction				
	Emergency Procedures			Drug & Alcohol Policy				
	Incident Investigation			Progressive Disciplinary Policy				
	Safe Work Procedures			Safe Work Practices				
	Safety Meetings			Notification Requirements				
<b>6. Safety Activities</b>								
6A	Do you conduct safety inspections?			Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)							
	Who follows up on inspection action items?							
6B	Do you hold site safety meetings for field employees? If Yes, how often?			Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?			Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?						Yes	No
	Is the process documented?						Yes	No
	Who leads the discussion?							
6E	Do you have a hazard assessment process?						Yes	No
	Are hazard assessments documented?						Yes	No
	If yes, how are hazard assessments communicated and implemented on each project?							
	Who is responsible for leading the hazard assessment process?							
6F	Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?						Yes	No
6G	How does your company measure its H&S success? Attach separate sheet to explain							
<b>7. Safety Stewardship</b>								
7A	Are incident reports and report summaries sent to the following and how often?			Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager							
	Vice President/Managing Director							
	Safety Director/Manager							
	President/Chief Executive Officer							
7B	How are incident records and summaries kept? How often are they reported internally?			Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company							
	Incidents totalled by project							

	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

**8. Personnel**

List key health and safety officers planned for this project. Attach resume.

Name	Position / Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

**9. References**

List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Telephone Number

## T2.2-08: Evaluation Schedule: Previous experience

**Note to tenderers:**

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Construction of similar works as detailed in the Works Information with reference to:

- Civil works (i.e. Sewer, Stormwater, Paving)
- Building works (Brickwork, plastering, tiling, painting, plumbing, domestic electrical installation)

The tenderer to submit the following:

- Previous experience based on similar work (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and year of completion)

<b>Civil works (i.e. Sewer, Stormwater, Paving)</b>			
<b>Project Description</b>	<b>Client name and contact details</b>	<b>contract value and duration</b>	<b>Date of project completion</b>

<b>Building works (Brickwork, plastering, tiling, painting, plumbing, domestic electrical installation)</b>			
<b>Project Description</b>	<b>Client name and contact details</b>	<b>contract value and duration</b>	<b>Date of project completion</b>

**Attach the index of documentation to this schedule to substantiate your submission:**

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 .....  
 .....  
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The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

	<b>Previous Experience (30)</b>
<b>score 0</b>	Failed to provide information No response
<b>score 20</b>	The Tenderer generally have less than 5 years of experience and have undertaken less than 3 projects of a similar nature. No / insufficient references provided to substantiate experience indicated.
<b>score 40</b>	The Tenderer generally have less than years 5 years of experience and have undertaken more than 3 projects of a similar nature. No / insufficient references provided to substantiate experience indicated.
<b>score 60</b>	The Tenderer generally have more than 5 years of experience and have undertaken more than 3 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
<b>score 80</b>	The Tenderer generally have more than 5 years of experience and have undertaken more than 8 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.
<b>score 100</b>	The Tenderer generally have more than 5 years of experience and have undertaken more than 10 projects of a similar nature. Sufficient references provided to substantiate experience indicated and stipulated the contract values for those previous projects.

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

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

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

Tenderer \_\_\_\_\_

## T2.2-09: Evaluation Schedule: Method Statement

### Note to tenderers:

#### Method statement

1. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.
2. The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.
3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
4. Method of construction and commissioning Process: Tender should narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, construction logistics, commissioning procedures and handover.

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

	<b>Approach Paper (10)</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The method statements are not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with any aspects of the project.
<b>Score 40</b>	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.
<b>Score 60</b>	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete and does encompass and detail the works objectives and requirements to be undertaken; the approach does not deal fully with the characteristics of the project.



<b>Score 80</b>	<p>Tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> <li>5. Approach clearly articulated and based on this project; the <i>works</i> are aligned with scope of works and project schedule;</li> <li>6. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications and relates to the programme.</li> <li>7. The method statement covers all the aspects of the Works Information.</li> <li>8. Sufficiently flexible to accommodate changes that may occur during Executions.</li> </ol>
<b>Score 100</b>	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> <li>5. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of works and project schedule;</li> <li>6. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications and relates to the programme.</li> <li>7. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches.</li> <li>8. The methodology details ways to improve the project outcomes and quality of outputs.</li> </ol>

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.2-10: 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.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**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

## T2.2-11: 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:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## **T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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## T2.2-15: 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 subcontractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

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

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

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

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



**T2.2-17: ANNEX G Compulsory Enterprise Questionnaire**

- i) The following particulars hereunder must be furnished.
- i) In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.
- i)

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

- i) Company registration number \_\_\_\_\_
- i) Close corporation number \_\_\_\_\_
- i) Tax reference number: \_\_\_\_\_

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

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

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

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



## **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>4</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

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

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<sup>4</sup>“State” means –

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

**SBD 4**

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

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>5</sup>):  
\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

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

\_\_\_\_\_

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

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<sup>5</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**SBD 4**

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

**YES / NO**

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

**YES / NO**

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

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

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

**YES / NO**

2.8.1 If so, furnish particulars:

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

**YES / NO**

2.8.2 If so, furnish particulars.

---

---

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**SBD 4**

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

**YES/NO**

2.9.1 If so, furnish particulars.

---

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

**YES/NO**

2.10.1 If so, furnish particulars:

---

---

---



**SBD 4**

**4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## SBD 6.1

### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

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

#### **1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated 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:

	<b>POINTS</b>
<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 defined 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-BBEE 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 Enterprise as defined 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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]

<b>EME<sup>6</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

**7. SUB-CONTRACTING**

---

<sup>6</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
------------------------------------------------

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p>
-----------------------------------------------------------------------------------------------------

**SBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>7</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>8</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

<sup>7</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>8</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

---

(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

## **SBD 9**

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

---

<sup>9</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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder



## T2.2-18 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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



## T2.2-19: RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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



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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "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.

## T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDER

## T2.2-21 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

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## **T2.2-22 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

In order to achieve these goals, Transnet and the Tenderer / Service Provider 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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 Tenderer 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.

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**

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 acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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 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 or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

## **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 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 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)**

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting 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 blacklisting 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;
- 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 Form contained in the applicable RFX 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; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## **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.

## **MONITORING**

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## **EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## **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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

## **T2.2-23 : 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

## T2.2-24: 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
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.			
(Other)			



## **T2.2-25: 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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## T2.2-26 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

Company Trading Name		<input style="width: 100%;" type="text"/>				
Company Registered Name		<input style="width: 100%;" type="text"/>				
Company Registration No Or ID No If a Sole Proprietor		<input style="width: 100%;" type="text"/>				
Company Income Tax Number		<input style="width: 100%;" type="text"/>				
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?				Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If <b>YES</b> state the previous details below:							
Trading Name		<input style="width: 100%;" type="text"/>					
Registered Name		<input style="width: 100%;" type="text"/>					
Company Registration No Or ID No If a Sole Proprietor		<input style="width: 100%;" type="text"/>					
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status	
VAT Registration Number	<input style="width: 100%;" type="text"/>
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	<input style="width: 100%;" type="text"/>
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see	



example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?			Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership											
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans							

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the

- templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
  - A certified South African identification document will be required for all Black Youth Ownership.

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



in their developmental area e.g. (They might require training or financial assistance etc.)	
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	

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

Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

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### Affidavit or Solemn Declaration

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

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

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

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

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths

**APPENDIX C**

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

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



<b>“Black Designated Groups”</b>	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
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3. I hereby declare under Oath that:

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



- Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**.....

**Date** .....

\_\_\_\_\_  
**Commissioner of Oaths**  
 Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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



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

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

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

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

**Deponent Signature**

.....

**Date** .....

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



## 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:

### RENOVATIONS TO QUARTERS AT CAPE COLUMBINE LIGHTHOUSE

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.

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(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		
5		

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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	.....	.....
Date	.....	.....

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>A: Priced contract with activity schedule</b></p> <hr/> <p><b>W1: Dispute resolution procedure</b></p> <hr/> <p><b>X2 Changes in the law</b></p> <p><b>X4: Parent company guarantee</b></p> <p><b>X7: Delay damages</b></p> <p><b>X16: Retention</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>dispute resolution Option</p> <p>and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p> <p>Having elected its Contractual Address for the purposes of this contract as:</p>	<p><b>Transnet SOC Ltd</b>  <b>(Registration No. 1990/000900/30)</b></p> <p>Registered address:  <b>Transnet Corporate Centre</b>  <b>Waterfall Business Estate</b>  <b>9 Country Estate Drive</b>  <b>Midrand</b>  <b>1662</b></p> <p><b>Transnet National Ports Authority</b>  <b>Lighthouse and Navigational Systems</b>  <b>Green Point Lighthouse</b>  <b>Cape Town</b>  <b>8005</b></p>
10.1	<p>The <i>Project Manager</i> is: (Name)</p>	<p><b>Thomas Makondo</b></p>



Transnet National Ports Authority  
 Tender Number: LNS/RFQ/06/2020 CIDB  
 Description of the Works: Renovations to Quarters at Cape Columbine Lighthouse

	Address	<b>Transnet National Ports Authority LNS Cape Town Workshop 1 Coode Crescent Port of Cape Town Cape Town 8002</b>
	Tel	<b>083 388 9505</b>
	e-mail	<a href="mailto:Thomas.Makondo@transnet.net">Thomas.Makondo@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Robin Poggenpoel</b>
	Address	<b>Transnet National Ports Authority LNS Cape Town Workshop 1 Coode Crescent Port of Cape Town 8002</b>
	Tel No.	<b>083 388 9505</b>
	e-mail	<a href="mailto:Thomas.Makondo@transnet.net">Thomas.Makondo@transnet.net</a>
11.2(13)	The <i>works</i> are	<b>Renovations to Quarters at Cape Columbine Lighthouse</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Shortage of construction water Inclement Weather Covid 19 impact</b>
11.2(15)	The <i>boundaries of the site</i> are	
11.2(16)	The Site Information is in	<b>Part C3</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
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>4 weeks</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>Four months from the date of order</b>



11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b> <b>Refer to Scope of works</b>	<b>Date</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>TBA</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>4 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>		
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>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>	
		<b>the number of days with rainfall more than 10 mm</b>	



**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 08:00 hours South African Time**

The place where weather is to be recorded (on the Site ) is: **Cape Columbine Lighthouse**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</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>
	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 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and 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 *Contractor*.**

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>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>Scope of Work attached for activities</b>
60.6	The <i>method of measurement</i> is	<b>Not Applicable</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:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <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>Cape Town, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<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>
<b>X7</b>	Delay damages for Completion of the whole of the <i>works</i> are	<b>R5 000.00 per day</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>Z</b>	<b><i>Additional conditions of contract</i></b> The <i>additional conditions of contract</i> are:	




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**Z1 Local Production and Content Obligations (If applicable)**

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**Z1.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.1 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Steel Products and Components for Construction 100%; and 2 Electrical cables 90%.

---

**Z1.2** The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

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**Z1.3** The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

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**Z1.4** The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.1 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

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**Z1.5**

**Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.**

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## **Z2 Additional clauses relating to Joint Venture**

### **Z2.1**

**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.**



<b>Z2.2</b>		<b>Insert additional core clause 27.6</b>
<p><b>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>.</b></p>		
<b>Z3</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z3.1</b>		<p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul>
<b>Z3.2</b>	<b>Termination Table</b>	<p><b>The following will be included under core clause 90.2 Termination Table as follows:</b></p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>
<b>Z3.3</b>		<p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>
<b>Z4</b>	<b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>	



#### **Z4.1**

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

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.
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.
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.

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<b>Z5</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</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.
<hr/>		
<b>Z6</b>	<b>Protection of Personal Information Act</b>	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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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	<b>%</b>
	The <i>subcontracted fee percentage</i> is	<b>%</b>
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:	
	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>B</b>	<b>Priced contract with Activity Schedule</b>	
11.2(21)	The activity schedule is in	
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
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	<b>%</b>	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

-

## **PART 2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	3
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.

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.

## 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.

The work shall consist of providing all labour, materials and equipment required for the complete execution of all replacement and repair work specified herein.

Activity No	Activity Description	Quantity	Price of each activity
A1	<b>Renovations to quarters</b>		
A2	3.1.1 Develop and supply approved engineering drawings for construction for the renovations/extension of the building. 3.1.2 Apply for and get approval of building plans at Municipal Offices. 3.1.3 Demolition of attached shack, outside toilet, water tank and fireplace 3.1.4 Extension of the house 3.1.5 Refurbishment of the house 3.1.6 Removal of the asbestos roof in compliance with asbestos removal laws. 3.1.7 Erection of a complete new roof, including the roof structure by ITC-SA accredited personnel. 3.1.8 Complete painting of the interior and exterior of the house. 3.1.9 Interior of the house to be painted in white colour and the exterior should keep the same colour. 3.1.10 All paintwork to be done according to manufacturer's specification. 3.1.11 All measurements to be taken and confirmed onsite.		
B1	<b>Roof</b>		



<p><b>B2</b></p>	<p>5.1.1 Complete removal of asbestos roof, if asbestos. The removal of asbestos should be carried out by trained/certified asbestos removers in compliance with the asbestos removal laws. Proof of certification should be provided.</p> <p>5.1.2 Complete removal of roof beams and replacement with treated beams.</p> <p>5.1.3 Complete replacement of roofs with roofing sheets.</p> <p>5.1.4 ITC-SA accreditation for the personnel is required and proof should be provided.</p> <p>5.1.5 The roof fittings; roof screws etc.; should be stainless steel.</p> <p>5.1.6 Waterproof the new roof.</p> <p>5.1.7 Complete painting of the new roof with 100% acrylic PVA paint in asbestos colour.</p> <p>5.1.8 Complete replacement of ceilings inside.</p> <p>5.1.9 Ceilings to be painted in white.</p> <p>5.1.10 Provision to be made for fluorescent lights on the ceilings.</p> <p>5.1.11 Complete replacement of the outside down pipes.</p> <p>5.1.12 Complete replacement of barge boards, fascia boards and gutters with PVC.</p> <p>5.1.13 Screws of gutter brackets to be stainless steel.</p> <p>5.1.14 All paintwork to be done according to manufacturer's specification.</p>		
<p><b>C</b></p>	<p><b>Renovations</b></p>		

C1	<p>5.2.1 Demolish the attached shack, outside toilet, water tank and fireplace.</p> <p>5.2.2 Extend the house, keep the same roof profile, to each of the sides of the house and back.</p> <p>5.2.3 Build two en-suite bathrooms, with two new windows with frosted glass, for the two bedrooms with sliding doors.</p> <p>5.2.4 In the two bed rooms, fit built-in cupboards (four doors) with hanging and packing place.</p> <p>5.2.5 Install new shower, basin and toilet in both bathrooms.</p> <p>5.2.6 Tile the bathroom walls to the roof height.</p> <p>5.2.7 New toilets should be connected to the existing septic tank.</p> <p>5.2.8 All wooden floors should be sanded down and varnished.</p> <p>5.2.9 Refurbish all doors and varnish.</p> <p>5.2.10 Move the kitchen to the new extended side and convert the existing kitchen to a lounge area.</p> <p>5.2.11 Install two more windows in the new kitchen and lounge area.</p> <p>5.2.12 The existing shower and toilet should be removed to make more space for the lounge.</p> <p>5.2.13 Install new built-in cupboards and gas stove with hob. The gas stove should have an electric oven.</p> <p>5.2.14 Install new floor tiles in the kitchen and the wall tiles should be up to the roof.</p> <p>5.2.15 Install new floor tiles in open plan kitchen and living room.</p> <p>5.2.16 Install new 50mm venetian blinds in the entire house.</p> <p>5.2.17 Install new fluorescent lights for the kitchen and lounge.</p> <p>5.2.18 Wire the extended section of the house and issue an electrical compliance certificate for the work.</p> <p>5.2.19 Carefully remove the alarm system before the works and re-install.</p> <p>5.2.20 Fit two exit doors to the building (Solid meranti door with braces at the back to be used for the outside door )</p> <p>5.2.21 Provide and install burglar bars and safety gates where required.</p>		
E1	<b>5.3 Gas installation</b>		
E2	<p>5.3.1 Gas geysers (2X 16L) to be installed.</p> <p>5.3.2 Gas to be connected to hot water lines.</p> <p>5.3.3 Lockable and properly ventilated storage place to be built outside the house to store 2 x 12kg LPG bottles.</p> <p>5.3.4 Installation to be submitted with an installation certificate of compliance.</p>		
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b>			