

Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: SUPPLY AND REPLACEMENT OF SEWER-PIT PUMPS AND STORMWATER
PUMPS AT CARLTON CENTRE.**

RFQ NUMBER	: TP/2022/11/0003/17736/RFP
ISSUE DATE	: 10 March 2023
COMPULSORY BRIEFING	: 17 March 2023
CLOSING DATE	: 31 March 2023
CLOSING TIME	: 12h00 pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [TP/2022/11/0003/17736/RFP] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	SUPPLY AND REPLACEMENT OF SEWER -PIT PUMPS AND STORMWATER PUMPS AT CARLTON CENTRE JOHANNESBURG
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Site Meeting at Transnet office in Carlton Centre, Johannesburg on 17 March 2023, at 10:00am [10 o'clock] for a period of ± two (2) hours. The Compulsory Tender Site Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-7 hereto must be completed and submitted with your Tender as proof of attendance.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-6 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (31 March 2023)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

- b) 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.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable **T2.2.15** [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
- 4.13. 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.

5. 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.....

T1.2 TENDER DATA

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

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

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

1.1.

1.2.

Data

C.1.1 The *Employer* is

Transnet SOC Ltd
(Reg No. 1990/000900/30)

C.1.2 The tender documents issued by the *Employer* comprise:

Part T: The Tender

Part T1: Tendering procedures

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

Part T2: Returnable documents

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

Part C: The contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance
C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 Bill of quantities

Part C3: Scope of work

C3.1 Works Information

C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Tebogo Madumo
	Address:	150 Commissioner Street, Carlton Centre
	Tel No./.....
	E – mail	Tebogo.madumo@transnet.net

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

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

Site Meeting at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001.

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

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

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a R2 million 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.

3. Stage Three - Functionality: (if applicable)

See attached T2.2.1: evaluation criteria schedule.

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 60 points.

The evaluation criteria for measuring functionality and the points for each criterion and, each sub-criterion is as stated in the evaluation criteria schedule.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer
C2.15.1 package are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00 pm** on the **31 March 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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.

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

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

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

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

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

Functionality Criteria

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

Functionality criteria	Maximum number of points
T2.1 Company Previous Experience	20
T2.2 CVs of Key Persons (Mechanical Fitter Experience in Installation of Pumps and Project Management)	20
T2.3 Method Statement	20
T2.4 Risk Assessment	15
T2.5 Quality Plan	15
Maximum possible score for Functionality	100

Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the **Evaluation Schedule – T2.2.1.**

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. 70 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:

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

the tenderer:

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

interest.

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

T2.1 List of Returnable Documents

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

T2.2-1 **Evaluation Schedule:** Company Previous Experience

T2.2-2 **Evaluation Schedule:** CVs of Key Persons (Mechanical Fitter Experience in Installation of
Pumps and Project Management)

T2.2-3 **Evaluation Schedule:** Method Statement

T2.2-4 **Evaluation Schedule:** Risk Assessment

T2.2-5 **Evaluation Schedule:** Quality Plan

2.1.2 Returnable Schedules General:

T2.2-6 Certificate of Attendance

T2.2-7 Authority to submit tender

T2.2-8 Record of Addenda

T2.2-9 Availability of equipment and other resources

2.1.3. Agreement and Commitment by Tenderer:

T2.2-10 Capacity and Ability to meet Delivery Schedule

T2.2-11 Certificate of Acquaintance with Tender Document

T2.2-12 Service Provider Integrity Pact

T2.2-13 Supplier Code of Conduct

T2.2-14 Non-Disclosure Agreement

T2.2-15 Breach of Law

T2.2-16 RFP Declaration Form

C1.2 CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1** Form of Offer and Acceptance
- C1.2** Contract Data (Parts 1 & 2)

Part C2: Pricing Data

- C2.1** Pricing Instructions – Option B
- C2.2** Price List – Bill of Quantities

Part C3: Scope of work

- C3.1** Works Information

C1.1 Form of Offer & Acceptance

1.4. Offer

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

SUPPLY AND REPLACEMENT OF SEWER-PIT PUMPS AND STORMWATER PUMPS AT CARLTON CENTRE.

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	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

1.5. 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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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.

<p>1.5.1. For the tenderer:</p> <p>Signature _____</p> <p>Name _____</p> <p>Capacity _____</p> <p>On behalf of _____ (Insert name and address of organisation)</p> <p>Name & signature of witness _____</p> <p>Date _____</p>	<p>1.5.2. For the Employer</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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C1.2 Contract Data

2. PART ONE - DATA PROVIDED BY THE *EMPLOYER*

2.1. 2.2. Statement 2.3. Data

1 2.4. General 2.5.

The *conditions of contract* are the core clauses and the clauses for main Option

B: Priced contract with bill of quantities

W1: Dispute resolution procedure

X2 Changes in the law

X7: Delay damages

X16: Retention

X18: Limitation of liability

Z: Additional conditions of contract

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)¹

10.1

The *Employer* is:

**Transnet SOC Ltd
(Registration No. 1990/000900/30)**

Address

Registered address:
**138 Eloff street
Braamfontein
Johannesburg
2000**

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


**Transnet Property
150 Commissioner Street
Carlton Centre
Johannesburg
2001**

Tel No.

10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Transnet Property 150 Commissioner Street Carlton Centre Johannesburg 2001
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	To be appointed by the Project Manager
	Address	Transnet Property 150 Commissioner street Carlton Centre Johannesburg 2001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Replacement of Sewer and Storm water Pumps at Carlton Centre Johannesburg
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2.6.	2.7. The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
2.8.	2.9. Time	2.10.
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is.	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	

2.11.	2.12.	Testing and Defects	2.13.
42.2	The <i>defects date</i> is		52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is		2 weeks
2.14.	2.15.	Payment	2.16.
50.1	The <i>assessment interval</i> is monthly on the		25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the		South African Rand.
51.2	The period within which payments are made is		Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is		the prime lending rate of the Standard Bank of South Africa.
2.17.	2.18.	Compensation events	2.19.
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,		the cumulative rainfall (mm) the number of days with rainfall more than 10 mm 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 and these measurements: The Contractor's Site establishment area 150 Commissioner Street, Carlton Centre, Johannesburg South African Weather Service 012 367 6023 or info3@weathersa.co.za.
	The place where weather is to be recorded (on the Site) is:		
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:		
	and which are available from:		
2.20.	2.21.	Title	No additional data is required for this section of the <i>conditions of contract</i>.
2.22.	2.23.	Risks and insurance	2.24.
80.1	These are additional <i>Employer's</i> risks		NONE
84.1	The <i>Employer</i> provides these insurances from the Insurance Table		
	1 Insurance against:		Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

		Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2	Insurance against:	Loss of or damage to property (except the <i>works</i> , Plant and Materials & 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
		Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
84.1	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
		Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
		The deductibles are	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.
		Note:	The deductibles for the insurance as stated above are listed in the document titled "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the <i>Employer</i>).
84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>		
	<p>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p> <p>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</p>		

- 
- 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 subcontractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**

			<p>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the 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</p> <p>8 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.</p> <p>9 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.</p> <p>10 23.3 Subject to clause 23.4 below, if the Supplier fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is		Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.
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: Principal Controlled Insurance (PCI) or Project Specific Insurance.		As stated in the Principal Controlled Insurance policy for Contract Work
2.25.	2.26.	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
2.27.	2.28.	Data for main Option clause	
B	Priced contract with bill of quantities		

2.29. 2.30. Data for Option W1

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Johannesburg The Chairman of the Association of Arbitrators (Southern Africa)

**2.31. 2.32. Data for secondary 2.33.
Option clauses**

X2	Changes in the law	No additional data is required for this Option		
		2		
		3		
	Remainder of the <i>works</i>			R
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	10% task order, capped at 5% of contract value		
X13.1	The amount of the performance bond is	5% of the total of the Prices		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	No additional data is required for this Option		
X16	Retention (not used with Option F)	5 % of all payments certified		
X18	Limitation of liability			

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The Total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the works
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are:	
Z1	Obligations in respect of Joint Venture Agreements	

Z1.1	<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> 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:</p> <ul style="list-style-type: none"> • 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 constituents' 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: <ul style="list-style-type: none"> i. of their joint and several liability to the Employer to Provide the Works; ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to Provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	<p>Insert additional core clause 27.6</p> <p>27.6. The contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z2	Additional obligations in respect of Termination
Z2.1	<p>The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)

Z2.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	BBBEE Clauses	

Z3.1

Insert additional clause 27.7.

27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to undertake to provide the *Employer* with a B-BBEE Improvement Plan to indicate the extent which their B-BBEE status will be maintained and/or improved over the Contract period as per T2.2-52 of this enquiry.

27.2.2. The Contractor shall, for the duration of the Works, comply with the B-BBEE Improvement Plan.

27.7.3. The terms of the B-BBEE Improvement Plan and monetary value of the commitments thereunder shall not (unless otherwise agreed in writing) be less or less favourable than the commitments made by the *Contractor* in such B-BBEE Improvement Plan.

27.7.4. Breach of B-BBEE Improvement Plan obligations also provide the *Employer* cause to terminate the contract in certain cases where material milestones are not being achieved.

27.7.5. In the event of any revisions/amendments to the Construction Codes of Good Practice for Black Empowerment of 5 June 2009, the *Contractor* will be required to submit an updated B-BBEE Improvement Plan for acceptance by the *Employer* within one month of an instruction to do so.

27.7.6. The *Contractor's* accepted B-BBEE Improvement Plan Constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

27.7.7. The *Contractor* shall provide, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer* which would be necessary to verify the accuracy of the information submitted by the *Contractor*. The provision of the documentation and/or evidence shall not constitute a compensation event.

27.7.8. The *Contractor* will align their business operations in accordance with the Black Economic Empowerment Amendment Act 2013, Act No. 46 and the revise Construction Codes of Good Practice for Black Economic Empowerment an achieve and improve the original B-BBEE level produced at contract award date in relation to the accepted B-BBEE Improvement Plan.

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

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

27.7.11. To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the Employer shall be entitled to levy penalties which shall be determined with reference to the retention percentage as stated in X16 together with Annexure B commencing from the Contract Date as follows:

The *Contractor* is referred to Annexure B for the table stating applicable penalties that will be levied based on the *Contractor's* B-BBEE status.

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

27.7.13. In order to guarantee that the *Contractor* meets its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during interval 2 the *Employer* shall be entitled to retain 1.5% of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount" as stated in X16).

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

27.7.15. Should there be a change in the status of the *Contractor* between the year the B-BBEE Retention Amount is deducted and the year the penalty is imposed, the *Employer* will be entitled to recover any shortfall between the B-BBEE Retention Amount and Non-Compliance Penalty imposed, increase the retention percentage from the overall retention as stated in X16 in lieu of payment of the remaining shortfall or deduct (set-off) the amount not paid by the *Contractor* from the account of the Contractor in the ensuing month.

27.7.16. Should the Contractor's obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*;
- not be met, unless such failure is an attributable occurrence of an event which:
 - stops the *Contractor* Providing the works or
 - stops the *Contractor* Providing the works by the date shown on the Accepted Programme and which

the *Contractor* shall forfeit the B-BBEE Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

		<ul style="list-style-type: none"> ➤ neither party could prevent and ➤ an experienced <i>Contractor</i> would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable or unforeseeable for him to have allowed it <p>the <i>Contractor</i> shall forfeit the B-BBEE Retention Amount and shall have no further claim against the <i>Employer</i> for the repayment of such amount.</p>
		<p>27.7.17. Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.</p>
Z3.2	Reporting Obligations for B-BBEE	
Z4	Right Reserved by Transnet to Conduct Vetting through SSA	
Z4.1		<p>Transnet 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:</p> <ol style="list-style-type: none"> 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.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
		<p>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 bid rigging including blacklisting.</p>
Z6	Protection of Personal Information Act	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>

C1.2 Contract Data

3. 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)² 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.

3.1.	3.2. Statement	3.3. Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Mechanical Fitter Name: Job: Responsibilities: Qualifications: Experience: 2 Project Manager Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.		

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

TRANSNET PROPERTY:

CONTRACT NUMBER: TP/2022/11/0003/17736/RFP

DESCRIPTION OF THE WORKS: SUPPLY AND REPLACEMENT OF SEWER-PIT PUMPS AND STORMWATER PUMPS AT CARLTON CENTRE.

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
B	Priced contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is		(in figures)
			(in words), excluding VAT

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

4. The conditions of contract

4.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

4.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

4.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities-based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people

working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

1. MEASUREMENT AND PAYMENT

1.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² - pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov-sum	provisional sum
PC- sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

1.2. General assumptions

1.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

1.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

4.3.1. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

4.3.2. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

4.3.3. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

4.3.4. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

- 4.3.5. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.
- 4.4. Departures from the method of measurement Only use this section if the statement for Option B in the Contract Data, "The method of measurement is amended as follows" refers the reader to this section rather than include the amendments within the Contract Data statement. Otherwise delete this heading. In any case delete this note when complied with.
- 4.4.1. Contractor to state any departures.
- 4.5. Amplification of or assumptions about measurement items
- 4.5.1. For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 the *bill of quantities*

- The pricing submitted by the bidder is to include for all costs relating to the removal of existing equipment, refurbishment, installation, commissioning, labour, consumables, spares, unless otherwise specified as a separate item.
- Any budgetary allowance spending shall only be by written instruction of the Project Manager.

Item	Description	Unit Price (Rands)	No. of Items	Subtotal (Unit Price x no. of Items) (Rands)
1	Clean sewer-pit, dismantle and remove existing sewer pumps, check, and align discharge pipes support	R	8	R
2	Clean storm water drainage, dismantle and remove existing storm water pumps, check, and align discharge pipes support	R	4	R
3	Supply and install of Sewer Pumps. Supply, install, test commissioning new eight (8) Sewer Pumps including the assessing the workability of new motor systems Min 22kW 400V	R	8	R
4	Supply and install Storm water pumps Min 18 kW 400V DN150	R	4	R
5	Assess, Overhaul, Test, Programme and commissioning the existing Sewer pumps valves	R	16	R
6	Assess, Overhaul, Test, Programme and commissioning the existing Storm water pumps valves	R	4	R
7	Re-Design, supply, install, test, programme and commission the control panel for Sewer Pumps and Storm water Pumps	R	12	R
8	Preliminary & General Costs			
8.1.	Site Establishment & De-establishment	R	1	R
8.2	Site Safety	R	1	R
CONTRACT TOTAL EXCL VAT				R

*The cost provided should be comprehensive cost including complete replacement, installations, consumables and certification of the installations.

* The technical details of the pumps are as per existing operations; bidders may supply equivalent.

PART C3: SCOPE OF WORK

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

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* the Supply and install the eight Sewer-pit Pump set and four (4) Stormwater Pumps set including the design, supply, and installation of the control pumps panel at Carlton Centre, Johannesburg.

The contractor will also be responsible for the proper handling and removal of existing pumps and equipment. All items required for the replacement, supply and installation of the Pumps set are to be provided for by the contractor e.g., hoarding, plant, and equipment.

The contractor is to ensure that extra care is taken prior to and during the works as this is a 'live' building i.e daily operation within the building will continue during the replacement, supply, and installation of the pumps.

1.2 Employer's objectives

The *Employer's* objectives are to provide effective and reliable supply of the proposed new pumps installation to ensure compliance with the requirements of the Occupational Health & Safety Act 83 of 1985 as well as adherence to the South African National Standards in the building at Carlton Centre, Johannesburg South Africa.

Scope of works will further include amongst others the following:

- Before Pumps Replacement
 - Clean and inspect all the sewer pits and storm water chambers
 - Remove all the existing pumps
 - Flush all the related pipe work, clean and free all the pipes from corrosion
 - Check and clean the discharge pipe work and ensure the adequate pipe support
 - Check and clean all the flanges used to connect pipes with pumps
 - Check and clear all flanges mechanism from rusts, for example, bolting, sealing, gaskets, or other methods
 - Pumps installation and the inspection should be done and signed off by Engineer and main contractor.
 - Test power supply cables to existing pumps control panels
 - Check the availability of power supply at the pumps control panel
 - If required, install new pumps control panels to suit the new pumps installation
 - Check the workability of all the existing sewer and storm water valves
 - If required, install new valves to suite the new pumps installation
- After Pumps Replacement
 - Pumps installation will be inspected and signed off by Engineer and main contractor.
 - Check installation accordance shop drawings and discharge pipe work is complete and correctly supported
 - Check all pumps are clean and free obstruction
 - Check float switches are installed in accordance with the manufacture's recommendations.
- Mechanical work checks
 - Verify installation compliance as per manufacturer's instructions
 - Check all parts and obtain the installation certificate from the manufacturer
 - Check and ensure sufficient clearance for maintenance and service of pumps and motors

- Check all nuts, bolts and others are fixed and tightened as required
- Electrical work checks
 - Check all power cables and wiring is done correctly
 - Check the power isolator is installed close to the pumps for emergency power isolation
 - Check all connections and terminations are done as required
 - Ensure the pumps motors overload protections are set correctly as required
- Testing and Commissioning procedure
 - Check the line voltage and phase protection before energising the power supply
 - Check all mechanical works and electrical works
 - Switch on power supply and check for the correct operation of motors, pumps and circulation systems
 - Record all pumps, and motors nameplate data in the commissioning format
 - Ensure compliance to all manufacturer's commissioning instructions as required

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee

JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
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2 Engineering and the *Contractor's* design

2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the *works* is: as per the original design of the pump's installation. The contractor is to clearly indicate any qualifications or deviations with the technical specification at the time of submission of their Tender.

Replace the existing 8 **sewer pumps** as per the following specification

22KW

1460 rpm

IEC60034 - IP66

41 A

50HZ

MAX 40°C

400v

- 2.1.2 Replace the existing 4 **storm water pumps** as per the following specification

20KW

2925 rpm

IEC60034 - IP66

28 A

50HZ

MAX 40°C

400v

- 2.1.3 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

2.2 Parts of the *works* which the *Contractor* is to design

- 2.2.1 The *Contractor* is responsible for the replacement of the pumps as per the Employer's requirements and approval.

2.3 Procedure for submission and acceptance of *Contractor's* design

- 2.3.1 The *Contractor* is responsible to get an approval from the Employer for site inspection before commencing with the design and other.

2.4 Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the '*Works* Information' requires to the *Project Manager* for review and acceptance.

2.5 Other requirements of the *Contractor's* design

- 2.5.1 The *Contractor's* design complies with the following:

Provide all work in accordance with the requirements of the South African National Standards, the Occupational Health and Safety Act 85 of 1993 as revised and current regulations of all other codes applicable to the work. Other relevant Standards (SANS) to be applied shall include but shall not be limited to:

The following standards contain provisions which, through reference in this text, constitute provisions of this part of SABS 0252. All standards are subject to revision and, since any reference to a standard is deemed to be a reference to the latest edition of that standard, parties to agreements based on this part of SABS 0252 are encouraged to take steps to ensure the use of the most recent editions of the standards indicated below. Information on currently valid national and international standards may be obtained from the South African Bureau of Standards.

- ISO 9896, Plastics traps for discharge pipework systems inside buildings (in course of preparation).
- SABS 242, Stainless steel sinks with draining boards (for domestic use).
- SABS 497 Glazed ceramic sanitaryware.

- SABS 509, Malleable cast-iron pipe fittings.
- SABS 533-1, Black polyethylene pipes for the conveyance of liquids - Part 1: Low density black polyethylene pressure pipes.
- SABS 533-2, Black polyethylene pipes for the conveyance of liquids - Part 2: High density black polyethylene pressure pipes.
- SABS 546 Cast iron fittings for asbestos-cement pressure pipes.
- SABS 558 Cast iron surface boxes and manhole and inspection covers and frames.
- SABS 559, Vitrified clay sewer pipes and fittings.
- SABS 677, Concrete non-pressure pipes.
- SABS 746, Cast-iron pipes and pipe fittings for use above ground in drainage installations.
- SABS 791, Unplasticized polyvinyl chloride (uPVC) sewer and drainpipes and pipe fittings.
- SABS 819, Fibre-cement pipes, couplings and fittings for sewerage, drainage and low-pressure irrigation.
- SABS 821, WC flushing cisterns.
- SABS 906, Stainless steel wash-hand basins and wash troughs.
- SABS 907, Stainless steel sinks for institutional use.
- SABS 924, Stainless steel stall urinals.
- SABS 967, Unplasticized polyvinyl chloride (uPVC) soil, waste and vent pipes and pipe fittings.
- SABS 974-1, Rubber joint rings (non-cellular) - Part 1: Joint rings for use in water, sewer and drainage systems.
- SABS 975, Prestressed concrete pipes.
- SABS 1115 Cast iron gratings for gullies and stormwater drains.
- SABS 1200-DB, Standardized specifications for civil engineering construction - Part DB: Earth works (pipe trenches).
- SABS 1200-LB, Standardized specifications for civil engineering construction - Part LB: Bedding (pipes).
- SABS 1200-LD, Standardized specifications for civil engineering construction - Part LD: Sewers.
- SABS 1294, Precast concrete manhole sections and slabs.
- SABS 1321-1, Non-metallic waste traps - Part 1: Plastics waste traps.
- SABS 1321-2, Non-metallic waste traps - Part 2: Rubber waste traps.
- SABS 1402-1, Acrylic sanitary ware - Part 1: Baths.
- SABS 1532, Vent valves for drainage installations.
- SABS 0102-1, The selection of pipes for buried pipelines - Part 1: General provisions.
- SABS 0102-2, The selection of pipes for buried pipelines - Part 2: Rigid pipes.
- SABS 0112, The installation of polyethylene and unplasticized polyvinyl chloride pipes.

2.6 Use of *Contractor's* design

- 2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:
Design of lifts proposed as it may refer to the detailed technical specification provided by the Employer.

2.7 Design of Equipment

- 2.7.1 Where applicable the *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- a) The building/s where the *Works* are to be performed are occupied and the *Contractor* is to ensure minimal disruption to daily operations within the buildings.
- b) The *Contractor* shall provide details of hoarding and barricading which they will install as protection from building occupants and the general public.
- c) The *Contractor* shall provide detailed workshop drawings and the technical specifications for approval by the *Employer* or their appointed representative of their proposed product prior to the commencement of any manufacturing.
- d) The *Contractor* is fully responsible for the product they provide, and the *Contractor* is to ensure that the provided product complies with all relevant regulations.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:
Hoisting and rigging equipment as well as hand tools required during the removal of existing equipment and the installation of new equipment.

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The Contractor provides the following:

As-built drawings, commissioning, maintenance and operating manuals, copies of passwords, setup parameters, testing/programming tools at the time when pumps are certified and handed over to the Employer for their beneficial use.

2.9.2 **As Built/Final Documentation**

Contractor submits documentation as the 'Works Information' requires to the Project Manager for review and acceptance.

2.9.3 **Installation, Maintenance and Operating Manuals and Data Books**

Contractor submits documentation as the 'Works Information' requires to the Project Manager for review and acceptance.

3 Construction

3.1 Temporary *works*, Site services & construction constraints

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

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to issue a list of employees/personnel who will be performing the work on site and the *Employer* will issue this same list to the responsible security officials at the site.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to ensure adequate protection of all exposed works or areas where work is being performed. The *Contractor* is to ensure that the public cannot access areas where the *Contractor* is executing his works.

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

To be determined by the *Employers Project Manager* together with the *Contractors Site Manager*.

- 3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:
Same as 3.1.5
- 3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *Subcontractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.8 Health and safety facilities on Site
- 3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.
- 3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest
- 3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.
- 3.1.12 Title to Materials from demolition and excavation
- 3.1.13 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:
All obsolete materials or scrap removed prior to installation of the new equipment. All equipment which formed part of the existing pumps and are required to be removed to facilitate the installation of the new pumps/equipment, remains the property of the Employer.
With title to such Materials (as referenced above) remaining with the Employer. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.14 Cooperating with and obtaining acceptance of others
- 3.1.15 The *Contractor* performs the *works* and co-operates with:
Any other contractors or subcontractor who have been appointed by the *Employer* to perform ancillary works relative to the removal or installation of the pumps.
- 3.1.16 No Publicity and progress photographs can be taken without the permission of the *Project Manager* and *Employer*.
- 3.1.17 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.18 *Contractor's Equipment*
The *Contractor* is responsible for his own equipment. The *Employer* has no liability for loss or damage, which may occur to the contractor's equipment.
The *Contractor* is to ensure that all equipment is tested and certified as required by the equipment manufacturer as well as OHS Act.
- 3.1.19 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.20 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*.

All equipment including but not limited to hoisting and rigging equipment and devices, scaffolding, power tools are to be certified as required by the relevant regulations. Records are to be kept by the contractor of regular inspection and testing of this equipment.

3.1.21 Equipment provided by the *Employer*

None

3.1.22 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

None

3.1.23 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

N/A

3.1.24 Site services and facilities:

All sites where work is to be performed are existing with existing facilities. The contractor is to familiarize themselves with the sites and is to include in his tender the costs for any additional services and facilities they may require.

3.1.25 The *Employer* provides the following facilities for the *Contractor*:

- Restrooms,
- Site office
- Storage facilities

3.1.26 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.27 Facilities provided by the *Contractor*:

The *Employer* will allocate to the *Contractor* a dedicated space where it will be the *Contractor's* responsibility to erect facilities including fencing and hoarding as the contractor may require. The *Contractor* is to ensure that they indicate all costs for these facilities at tender stage.

3.1.28 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

Facilities for the *Project Manager* and *Supervisor* will be provided by the *Employer*

3.1.29 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.30 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.31 Existing premises, inspection of adjoining properties and checking work of Others

3.1.32 Survey control and setting out of the *works*

3.1.33 The *Employer* provides the following information and survey controls for the *Contractor*:

The contractor is responsible for setting out of his own works.

3.1.34 Excavations and associated water control

N/A

3.1.35 The *Contractor* complies with the following requirements N/A:

N/A

3.1.36 Underground services, other existing services, cable and pipe trenches and covers

N/A

3.1.37 Where the *Contractor* encounters existing [underground services / existing services cables / pipe trenches] [state as appropriate], the *Contractor* undertakes the following:

Report to the *Project Manager* for their attention and action.

3.1.38 Control of noise, dust, water and waste

3.1.39 The *Contractor* complies with the following:

The *Contractor* shall keep noise and dust to a minimum as these are operating and fully functioning buildings.

3.1.40 Sequences of construction or installation

3.1.41 The *Contractor* complies with the following:

N/A

3.1.42 Giving notice of work to be covered up N/A

3.1.43 N/A

3.1.44 Hook ups to existing *works*

3.1.45 The *Contractor* complies with the following constraints in the execution of the *works*:

The Project Manager is to be informed should there be a requirement to shut down any services.

3.2 Completion, testing, commissioning and correction of Defects

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

On or before the *Completion Date* the *Contractor* shall have done everything required to Provide the Works including the work listed below which is to be completed before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

Call-backs, repairs and defect rectification during the free maintenance/warranty period.

3.2.3 Use of the *works* before final Completion. The *Contractor* together with the *Employers Project Manager* will decide the program for handover as well as if it is necessary for partial handover of completed pumps. The contractor will be responsible for maintenance of any partially handed over pumps. The free maintenance and warranty period will however only commence after completion and handover of all pumps forming part of this project.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

All pumps and control panels to be certified as required by the OHS Act or other regulatory requirements prior to being handed over for use by the Employer or their Tenants.

3.2.5 Materials facilities and samples for tests and inspections

All completed Pumps prior to handover

3.2.6 The *Contractor* provides the *Employer* with the facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

3.2.7 Commissioning

The *Contractor* is to inform the Project Manager of the dates and times when the Contractor will be commissioning any equipment. The Project Manager is entitled to observe any commissioning and test activities as he may require

3.2.8 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

Completion of any snags, items which may have been identified by the *Project Manager* or *Supervisor*.

3.2.9 Start-up procedures required to put the *works* into operation

The *Contractor* shall inform the *Project Manager* in writing at least 5 working days prior to any chillers being put into use.

3.2.10 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:

When a completed pump is put into use, the *Contractor* shall have engineering and technical staff on standby within the respective building where the contractor will be putting completed works into operation.

3.2.11 Take over procedures

3.2.12 The *Contractor* provides the following assistance to the *Employer*:

N/A

3.2.13 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.14 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the fully status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance and operating manuals at the earlier of take-over or Completion.

3.2.16 Where the *Contractor* has presented maintenance and operating manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

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

3.2.18 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

The *Contractor* is to report to the respective building *Supervisor*/representative at each site visit.

3.2.19 Performance tests after Completion

- 3.2.20 The *Contractor* performs the following performance tests after Completion of the *works*:
Submit monthly call-back, breakdown or repair reports during the free maintenance / warranty period.
- 3.2.21 Training and technology transfer
- 3.2.22 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:
N/A
- 3.2.23 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:
Copies of setup parameter
Provide test tools required for programming and testing of control systems
Provide lists of passwords as well as any software required to access control systems
- 3.2.24 Operational maintenance after Completion
- 3.2.25 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:
Routine preventative maintenance, Repairs and Call-backs for the period specified

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1 The *Contractor* carries out the following investigations at the Site:
The contractor is to ensure that they accurately survey all existing, sewer pits, stormwaters, motors, valves, and any associated infrastructure prior to the contractor issuing any workshop drawings or designs for approval to the Project Manager.

4.2 Building works

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

- 4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works* Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works* Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works* Information.

- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works* Information.

- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works* Information.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the *Works* Information, the following interpretations and meanings shall apply:

- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

Where the word or expression "Contractor" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.3.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the

other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 Electrical & mechanical engineering works

SANS Number	Year	Edition	Title
SANS 21-1	2009	1.00	Safety of escalators and moving walks — Part 1: Construction and installation
SANS 204	2011	1.00	Energy efficiency in buildings
SANS 10142-1	2012	1.08	The wiring of premises — Part 1: Low-voltage installations
SANS 10400-A*	2010	3.00	The application of the National Building Regulations — Part A: General principles and requirements
SANS 10400-B	2012	3.00	The application of the National Building Regulations — Part B: Structural design
SANS 10400-C	2010	3.00	The application of the National Building Regulations — Part C: Dimensions
SANS 10400-D	2011	3.00	The application of the National Building Regulations — Part D: Public safety
SANS 10400-F	2010	3.00	The application of the National Building Regulations — Part F: Site operations
SANS 10400-G	2011	3.00	The application of the National Building Regulations — Part G: Excavations
SANS 10400-H	2012	3.00	The application of the National Building Regulations — Part H: Foundations
SANS 10400-J	2010	3.00	The application of the National Building Regulations — Part J: Floors
SANS 10400-K	2015	3.01	The application of the National Building Regulations — Part K: Walls
SANS 10400-L	2011	3.00	The application of the National Building Regulations — Part L: Roofs
SANS 10400-M	2011	3.00	The application of the National Building Regulations — Part M: Stairways
SANS 10400-N	2012	3.01	The application of the National Building Regulations — Part N: Glazing
SANS 10400-O	2011	3.00	The application of the National Building Regulations — Part O: Lighting and ventilation
SANS 10400-P	2010	3.00	The application of the National Building Regulations — Part P: Drainage
SANS 10400-Q	2011	3.00	The application of the National Building Regulations — Part Q: Non-water-borne means of sanitary disposal
SANS 10400-R	2012	3.00	The application of the National Building Regulations — Part R: Stormwater disposal
SANS 10400-S	2011	3.00	The application of the National Building Regulations — Part S: Facilities for persons with disabilities
SANS 10400-T	2011	3.00	The application of the National Building Regulations — Part T: Fire protection
SANS 10400-V	2010	3.00	The application of the National Building Regulations — Part V: Space heating

SANS 10400-W	2011	3.00	The application of the National Building Regulations — Part W: Fire installation
SANS 10400-XA	2011	1.00	The application of the National Building Regulations — Part X: Environmental sustainability — Part XA: Energy usage in buildings
SANS 16368	2014	2.00	Mobile elevating work platforms — Design calculations, safety requirements and test methods

- 4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

4.5 Process control and IT works

N/A

4.6 Other

N/A

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date, and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

SECTION 2

6 Management and start up

6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Table below to be completed by the Project Manager

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on (As agreed with the project team)	Site	[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]
Overall contract progress and feedback	Monthly on (As agreed with the project team)		Employer, Contractor, Supervisor and Project Manager
<i>[SHE meetings (see paragraph 6.4)]</i>	<i>on (As agreed with the project team)</i>	<i>Site</i>	<i>CSHEO, CM, Project Manager, SHEC, ProjEM,</i>
<i>[Safety Action Meetings (see paragraph 6.3)]</i>	<i>on (As agreed with the project team)</i>	<i>Site</i>	<i>CM, Project Manager, HSR</i>
<i>[Safety Pre-Mobilisation Meeting (see paragraph 6.3)]</i>	<i>TBA</i>	<i>Transnet Offices</i>	<i>CM, Project Manager, HSR</i>

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

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

6.2 Documentation Control

The Contractor shall submit all documentation (including correspondence and drawings) to Transnet (Employer) standards and to the Project Manager's requirements in accordance with the Project Manager's document control procedure. The Contractor shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the

Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of Contractor data submitted is dependent on the project procedure and content and shall be specified by the Project Manager, upon the notified request of the Contractor i.e.:

Both Adobe Acrobat (.pdf) and native files
Only a native file
Only a hard copy
Only a pdf file

The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the Project Manager at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the Contractor's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The Contractor shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the Contractor.

The Contractor shall allow the Project Manager 2 weeks to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Contractor.

On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.

All revised data shall be submitted by the Contractor in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the approved SMP:

The Contractor is required to provide a site-specific Health & Safety management plan and manage the construction in accordance to their Health & Safety management plan received and approved by Project Manager.

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

6.4 Environmental constraints and management

The Contractor is required to provide a site-specific Environmental management plan(EMP) and manage construction in accordance to their Environmental management plan received and approved by Project Manager.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- ~~6.5.5~~ The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works*

6.6 Programming constraints

- 6.6.1 The *Contractor* submits within two weeks of appointment the first programme to be reviewed and accepted by the Project Manager.
- 6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the progress to date, the completion, commissioning and handover dates and any other data which may be required by the Project Manager.
- 6.6.3 The *Contractor* complies with the *Employer's* programme when he submits his first programme.
- 6.6.4 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format The *Contractor* uses Microsoft Projects version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.5 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

- 6.6.6 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].
- 6.6.7 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - A narrative status report, which includes The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.8 The *Contractor* submits programme report information to the *Project Manager* every Monday Morning by 11H00 at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.9 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.10 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].
- 6.6.11 Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

6.7 Contractor's management, supervision and key people

Key Personnel required

At Tender stage, the contractor is to provide the following list of key personnel

Skill	Name and Surname
Project Manager	

Construction Manager	
Safety Manager	
Field Engineer	

6.7.1 The *Contractor* arranges for the following technology transfer to the *Employer*:

Repair and maintenance manuals

Setup parameters

Test tools

Software required to access control systems

6.8 Insurance provided by the Employer

6.8.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees

6.10.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.10.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.11 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

6.11.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate); and

6.11.2 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable);

7 Procurement

7.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- 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 (B-BBEE); and
- The Anti-Corruption Act.

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

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

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

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders 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 is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

7.2 The *Contractor's* Invoices

7.2.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

7.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

7.2.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number
- The invoice contains the supporting detail

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

7.2.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

138 Eloff street

Braamfontein

Johannesburg

2000

For the attention of The Project Manager, Transnet Property.

7.2.6 Invoices submitted by hand are presented to:

138 Eloff street

Braamfontein

Johannesburg

2000

For the attention of The Project Manager, Transnet Property.

7.2.7 The invoice is presented as an original.

7.3 Subcontracting

7.3.1 Preferred subcontractors

N/A

7.3.2 The *Contractor* uses one of the following specialists and suppliers as his Subcontractors:

N/A

7.3.3 Subcontract documentation, and assessment of subcontract tender

N/A

7.3.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the *Works* Information.

7.4 Plant and Materials

7.4.1 Quality

7.4.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

7.4.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

7.4.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

7.4.5 Plant & Materials provided "free issue" by the *Employer*

7.4.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:
None

7.4.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works* Information.

7.4.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

7.4.9 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

7.4.10 *Contractor's* procurement of Plant and Materials

7.4.11 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

Contractor is responsible for their own plant and equipment

7.4.12 Spares and consumables

7.4.13 The *Contractor* provides the following spares and consumables to the *Employer*:

N/A

7.5 Tests and inspections before delivery

7.5.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- AIA
- INC
- FAT(Factory Acceptance Test)
- Any requirements of the OHS Act

7.6 Marking Plant and Materials outside the Working Areas

7.6.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with. N/A

Please include the above default statements under paragraph 7.7 of the Works Information.

7.7 Contractor's Equipment (including temporary works).

7.7.1 The *Contractor* provides the *Project Manager* with a list of the following category of Equipment (or similar) for the execution of the *works*:

A list of hoisting and rigging equipment

Certification of scaffolding

List of tools and materials required for the installation of pumps.

7.7.2 The Equipment category [state relevant details] is subject to the following acceptance tests and inspections [state relevant details] by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas:

The contractor is to provide valid test certificates for all equipment which require annual or other tests.

7.8 Preparation of post Completion contracts

7.8.1 The *Contractor* provides the following assistance to the *Employer* post Completion:

As per requirement for free maintenance and warranty. The contractor will attend to any call-backs for stoppages and breakdowns 24 hours a day including Sundays and Public holidays. The contractor will ensure that they have personnel on site within 1 hour from the time they have received the call. For calls or emergencies where there may be (employer) workers trapped in the sewer and stormwater pits, the contractor will have personnel on site within 30 minutes of receiving the call.

TECHNICAL EVALUATION CRITERIA

Gatekeepers (Mandatory)

1. Please submit valid proof of CIDB 4ME Grade or higher
2. Submit valid letter of Good Standing (COID-A) from Department of Labour and Employment or its agencies.
3. Submit a valid copy of a proof of Mechanic Fitter Trade Test Certificate.
4. Submit a valid copy of a proof of qualification for Project Manager minimum National Diploma in Engineering or Built Environment.

All above requirements are mandatory.

All certified copies must not be older than 3 months from the closing date of this tender.

The minimum qualifying score for technical evaluation is **70 points**.

Pre-qualifying Criteria	Weighting	Sub-Criteria Points	Maximum number of points
Company Previous Experience: Successful completion of relevant Mechanical equipment installation and maintenance projects. Provide contactable proof in form of project completion certificates or signed reference letters on the client company's letterhead or letter of award (The Employer reserves the right to verify these) the proof should include experience in design or installation or maintenance.	Previous Experience: No proof attached	0	20
	Projects done to date > 1 <= 3 yrs.	5	
	Projects done to date > 3 <= 5 yrs.	10	
	Projects done to date > 5 <= 8 yrs.	15	
	Projects done to date > 8 yrs.	20	
CV's of Key Persons: Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel). Submit CVs with contactable references for each project completed. Bidder to submit proof of certification for Pr. Eng/Technologist ECSA and SACMP for safety officer	Experience:		20
	Mechanical Fitter Experience in Installation of Pumps		
	No experience provided	0	
	Pumps and motors, replacement, installation, and maintenance experience related to the works >= 1 < 3 yrs.	2.5	
	Pumps and motors, replacement, installation and maintenance experience related to the works >= 3 < 5 yrs.	5	
	Pumps and motors, replacement, installation and maintenance experience related to the works >= 5 < 8 yrs.	7.5	

	Pumps and motors, replacement, installation and maintenance experience related to the works > 8 yrs.	10	
	Project Manager Experience		
	No experience provided	0	
	Mechanical equipment replacement and installation experience related to the works with >= 1 < 3 yrs.	2.5	
	Mechanical equipment, replacement, design and installation experience related to the works >= 3 < 5 yrs.	5	
	Mechanical equipment replacement, design and installation experience related to the works >=5 < 8 yrs.	7.5	
	Mechanical equipment replacement, design and installation experience related to the works > 8 yrs.	10	
Method Statement: Submit detailed project methodology accompanied by a proposed project schedule. Key Elements of the method statement must include: <ul style="list-style-type: none">Health and safety (including PPE)Project approachQuality control,Quality assuranceApplicable Standards and regulationsCompliance to project schedulesCompliance to key performance indicators	Method Statement not submitted	0	20
	Method statement only covers >=1 < 3 of the key elements on how the contractor will execute the Sewer pumps and storm water pumps, replacement	5	
	Method statement covers >=3 < 5 of the key elements on how the contractor will execute Sewer pumps and storm water pumps, replacement	10	
	Method statement covers >=5 < 7 of the key elements on how the contractor will execute Sewer pumps and storm water pumps, replacement	15	
	Method statement covers 7 of the key elements on how the contractor will execute Sewer pumps and storm water pumps, replacement	20	
Risk Assessment (Specific to the works) (Key elements of a Risk Assessment (RA) Tasks Identification, Hazards, Risks Identification, Risk Rating, Control Measures/Treatment, Risk Rating, residual risk and treatment)	The tenderer has submitted no information to determine a score (i.e. No Risk assessment provided).	0	15
	The tenderer has submitted risk assessment, encompassing Three (3) elements with adequate detail and is relevant to the scope.	3	
	The tenderer has submitted risk assessment, encompassing four (4) elements with adequate detail and is relevant to the scope.	6	
	The tenderer has submitted risk assessment, encompassing five (5) elements with adequate detail and is relevant to the scope.	9	
	The tenderer has submitted risk assessment, encompassing six (6) elements with adequate detail and is relevant to the scope.	12	
	The tenderer has submitted a risk	15	

	assessment, encompassing all the key seven (7) elements with adequate detail and is relevant to the scope.		
Quality Plan Key Elements: <ul style="list-style-type: none"> ▪ Quality Policy ▪ Quality Manual ▪ Organizational Structure & Responsibility ▪ Internal Process ▪ Continuous Improvement ▪ Document Control 	Company Quality System	0	15
	No Quality Plan		
	Document Quality Management System without all six (6) mandatory procedures	3.75	
	Internal Quality Management System with the six (6) mandatory procedures	7.5	
	Internal Signed Quality Management System with the six (6) mandatory procedures	11.25	
	ISO 9001 accreditation.	15	
Total			100

Minimum score for technical evaluation is 70/100 and bidders who fail to achieve this threshold will be disqualified.

T2.2-1: Evaluation Schedule: Previous Experience

Note to tenderers:

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

- A list of past / current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
0	No evidence provided
5	Bidder has successfully completed >1, <=3 similar Project (similar projects include relevant mechanical pump installation). Proof of experience attached in client letter head in the form of award letter or reference letter or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.
10	Bidder has successfully supplied >3, <=5 similar services. (similar projects include relevant mechanical pump installation). Proof of experience attached in client letter head in the form of award letter or reference letter or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.
15	Bidder has successfully supplied >5, <=8 similar services. (similar projects include relevant mechanical pump installation). Proof of experience attached in client letter head in the form of award letter or reference letter or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.
20	Bidder has successfully Supplied >8 similar Services. (similar projects include relevant mechanical pump installation). Proof of experience attached in client letter head in the form of award letter or reference letter or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.

T2.2-2: Evaluation Schedule - Management & CVs of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience – Mechanical pump installation.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

The scoring of the Management & CV's of Key Persons will be as follows:

Score 0	Failed to provide information. No response.
Score 5	All Key staff has limited recommended levels of relevant experience and qualifications. Key staff has >1, ≤3 years' experience.
Score 10	All Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than >3, ≤ 5 years' experience.

Score 15	All Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than <5, ≤ 8 years' experience.
Score 20	All Key staff have acceptable levels of relevant experience and qualifications. Key staff has more >8 years' experience.

Index of documentation attached to this schedule:

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T2.2-3: Evaluation Schedule: Method Statement

Note to tenderers:

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

- A detailed method statement is required for the escalator maintenance activities (to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

Please note: Tenderers are required to provide detailed method statements for the categories as listed below. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighed to provide a final score.

Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.

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

Score 0	No submission or method statement does not refer to the mechanical pump installation.
Score 5	Method statement only covers $\geq 1 < 3$ of the key elements on how the contractor will execute the mechanical pump installation.
Score 10	Method statement covers $\geq 3 < 5$ of the key elements on how the contractor will execute the mechanical pump installation.
Score 15	Method statement covers $\geq 5 < 7$ of the key elements on how the contractor will execute the mechanical pump installation.
Score 20	Method statement covers 7 of the key elements on how the contractor will execute the mechanical pump installation.

T2.2-4: Risk Assessment

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

<u>Risk Assessment</u> (Specific to the works)	Project Specific Risk Assessment for the contract
0	No Risk assessment provided
3	Risk assessment, encompassing three (3) elements with adequate detail and is relevant to the scope.
6	Risk assessment, encompassing four (4) elements with adequate detail and is relevant to the scope.
9	Risk assessment, encompassing five (5) elements with adequate detail and is relevant to the scope.
12	Risk assessment, encompassing six (6) elements with adequate detail and is relevant to the scope.
15	Risk assessment, encompassing seven (7) elements with adequate detail and is relevant to the scope.

T2.2-5: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers.

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index.
- Valid ISO 9001 certification.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information not limited to the following:
 - Civil works
 - Mechanical works
 - Electrical works

These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.

Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:

Quality Plan: Scoring	Project Specific Quality Plan for the contract
0	No PQP submitted.
3.75	Document Quality Management System without all six (6) mandatory procedures
7.5	Internal Quality Management System with the six (6) mandatory procedures
11.25	Signed Quality Management System with the six (6) mandatory procedures
15	ISO 9001 Certificate Provided

T2.2-6: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-7: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-8: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

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

T2.2-9: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

[illegible]

T2.2-10: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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T2.2-11 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-12 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees shall not solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
 - a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third **person any material or other**

- benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights,

Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

4.6. a) Human Rights

4.7. • Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

4.8. • Principle 2: make sure that they are not complicit in human rights abuses.

4.9. b) Labour

4.10. • Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

4.11. • Principle 4: the elimination of all forms of forced and compulsory labour;

4.12. • Principle 5: the effective abolition of child labour; and

4.13. • Principle 6: the elimination of discrimination in respect of employment and occupation.

4.14. c) Environment

4.15. • Principle 7: Businesses should support a precautionary approach to environmental challenges;

4.16. • Principle 8: undertake initiatives to promote greater environmental responsibility; and

4.17. • Principle 9: encourage the development and diffusion of environmentally friendly technologies.

4.18. d) Anti-Corruption

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

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and

its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

4.22.

4.23. Signature

4.24. Date

T2.2-13: 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 (insert name of Company)
Resolution from Board of Directors)

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

T2.2-14: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

..

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

.....

..

.....

..

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-15: 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

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.