

Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: DEMOLITION OF BUILDINGS: OLD LINE CAMP, VRYHEID EAST

RFP NUMBER	: TPIR/VRD/787 (T)
ISSUE DATE	: 05 July 2021
COMPULSORY BRIEFING	: N/A
CLOSING DATE	: 03 August 2021
CLOSING TIME	: 12h00 pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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Number	Heading
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The Tender

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- | | |
|------|--|
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| T1.2 | Tender Data |

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- | | |
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| T2.1 | List of Returnable Document |
| T2.2 | Returnable Schedules |

The Contract

Part C1: Agreements and Contract Data

- | | |
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| C1.1 | Form of Offer and Acceptance |
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Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
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Part C3: Scope of Work

- | | |
|------|-------------------|
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- | | |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

PREQUALIFICATION CRITERIA - ONLY RESPONDENTS COMPLYING WITH THE FOLLOWING MAY RESPOND TO THIS RFQ:

- No late tenders will be accepted.
- Submit Central Supplier Database CSD Registration (recent copy).
- Submit proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.
- Submit the proof of recently certified copy of qualifications for Project Manager, minimum National Diploma in the engineering and built environment.
- Submit the proof of recently certified copy of qualifications for SHE officer, minimum National Diploma in safety management.
- Proof of Bidder registration as Asbestos Contractor with the Department of Employment and Labour.
- Submit proof of valid Bidders CIDB Grade 4 CE or higher.
- Submit fully completed Form of Offer & Acceptance.
- Submit fully completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

NOTE: ALL CERTIFIED COPIES MUST NOT BE OLDER THAN 3 MONTHS FROM THE CLOSING DATE OF THIS TENDER.

EVALUATION METHODOLOGY

Gatekeepers

1. Submit proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.
2. Submit the proof of recently certified copy of qualifications for Project Manager, minimum National Diploma in the engineering and built environment.
3. Submit the proof of recently certified copy of qualifications for SHE officer, minimum National Diploma in safety management.
4. Submit the proof of recently certified copy of qualifications for SHE officer, minimum National Diploma in environmental management.
5. Proof of Bidder registration as Asbestos Contractor with the Department of Employment and Labour.
6. Submit proof of valid Bidders CIDB Grade 4 CE or higher.

All the above requirements are mandatory. Failure to submit all the documents above shall lead disqualification.

All Certified Copies Must Not Be Older Than 3 Months from The Closing Date Of This Tender

Technical Evaluation Criteria	Sub-Criteria	Sub-scoring	Maximum Threshold
<u>Management and CV's of key persons:</u> Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).	Project Manager's Experience after registration		20
	related experience (related to the services) <1 yrs	0	
	related experience (related to the services) >=1, <3 yrs	4	
	related experience (related to the services) >=3, <5yrs	8	
	related experience (related to the services) >=5, <6yrs	12	
	related experience (related to the services) >=6, 8yrs	16	
	related experience (related to the services) >8,	20	
<u>Quality Plan</u>	No Quality Plan	0	10
	Document QMS without all six (6) mandatory procedures	4	
	Comprehensive internal systems with the six (6) mandatory procedures	7	

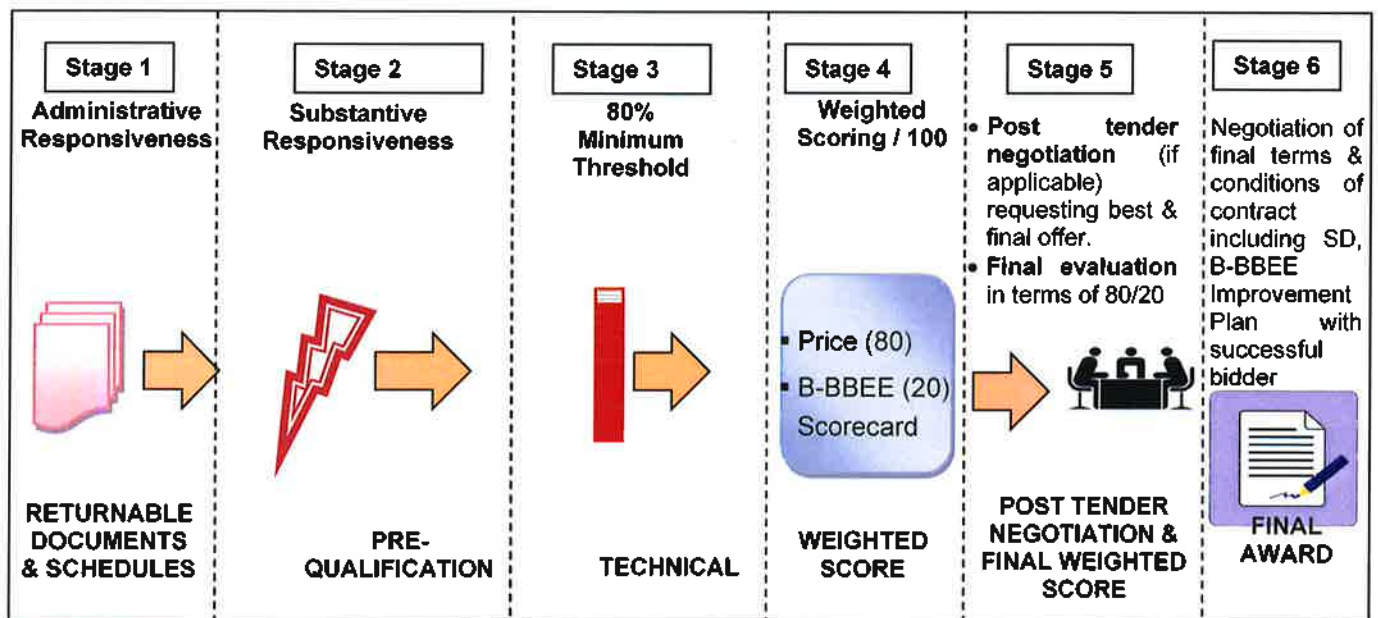
	Signed Comprehensive internal systems with the six (6) mandatory procedures	9	
	ISO certified Company	10	
Health and Safety Plan	No Submission	0	10
	Bidder submitted a Health and Safety Plan that fails to address most scope items	2	
	Bidder submitted less than acceptable Health and Safety Plan and fails to cover certain aspects	4	
	Bidder submitted acceptable Health and Safety Plan and demonstrates a fair understanding of the requirements	6	
	Bidder submitted an acceptable Health and Safety Plan and demonstrates real understanding of the requirements.	8	
	Bidder submitted a Comprehensive Health and Safety plan	10	
Risk Assessment (specific to the works)	The tenderer has submitted no information to determine a score (i.e. No Risk assessment provided).	0	10
	Information supplied is totally insignificant/inadequate to the inherent risks and measures to mitigate the required standard of service.	2	
	Poor response/answer/solution lack convincing evidence relating to risk management strategies to meet the employers scope requirements.	4	
	Satisfactory response/answer/solution to the inherent risks associated with the scope and the evaluation and mitigation objectives, given evidence that the employer's requirement will be met.	7	
	Good response/answer/solution gives real confidence that the tenderer has clearly identified and evaluated inherent risks and excellent mitigation strategies associated with the key deliverables of the scope.	10	
<u>Company's Previous Experience:</u>	No evidence provided	0	20
	Bidder has successfully completed 1 similar Project.	4	

Tenderers experience in carrying out work of a similar nature. (Bidders must submit copies of contracts/award letters/ tasks orders or list of projects. The Employer reserves the right to verify these) Executed project of similar scope of demolition structures with asbestos material	Minimum of 1 proof of experience in the form on company letter head from the client or contract confirmation or award letter or completion certificates submitted clearly indicating the scope of work description.		
	Bidder has successfully completed 2 similar Project. Minimum of 2 proof of experience in the form on company letter head from the client or contract confirmation or award letter or completion certificates submitted clearly indicating the scope of work description.	8	
	Bidder has successfully completed 3 similar Projects Minimum of 3 proof of experience in the form on company letter head from the client or contract confirmation or award letter or completion certificates submitted clearly indicating the scope of work description.	12	
	Bidder has successfully completed 4 similar Projects Minimum of 4 proof of experience in the form on company letter head from the client or contract confirmation or award letter or completion certificates submitted clearly indicating the scope of work description.	16	
	Bidder has successfully completed 5 or more similar Projects. Minimum of 5 proof of experience in the form on company letter head from the client or contract confirmation or award letter or completion certificates submitted clearly indicating the scope of work description.	20	
<u>Method Statement:</u>	No method statement	0	
	Scantly detailed methodology	5	
	Generic methodology, no sequential approach, no standards applicable or controls mentioned	10	

	Detailed methodology, sequential approach, with some standards applicable or controls mentioned	18	25
	Comprehensive methodology detailing how the work will be executed with following application standards and regulations	25	
Locality of Contractor	Contractor based outside KwaZulu Natal.	0	5
	Contractor based in KwaZulu Natal	2	
	Contractor based locally in Vryheid.	5	
Maximum possible score for quality			100

The minimum qualifying score of technical evaluation points is **80 points**.

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

1.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
- Whether the Bid has been lodged on time - Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

1.2 STAGE TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
- Whether any general pre-qualification criteria set by Transnet, have been met - Whether the Bid contains a priced offer - Whether the Bid materially complies with the scope and/or specification given - Whether any Technical pre-qualification set by Transnet have been met. - Whether any set prequalification criteria for preferential procurement have been met; - Verify the validity of all returnable documents

The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

1.3 STAGE THREE: Minimum Threshold 80% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings
Project Manager's Experience after registration	25
Quality Plan:	20
Previous Experience:	25
Method Statement:	20
Locality	10
Total Weighting:	100%
Minimum qualifying score required:	80

The test for substantive responsiveness [Stage Three] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

1.4 STAGE FOUR Evaluation and Final Weighted Scoring

a) Price and BBBEE Criteria [Weighted score 80/20 points]:

Evaluation Criteria	% Weightings
• Price	80
• BBBEE	20
Total	100

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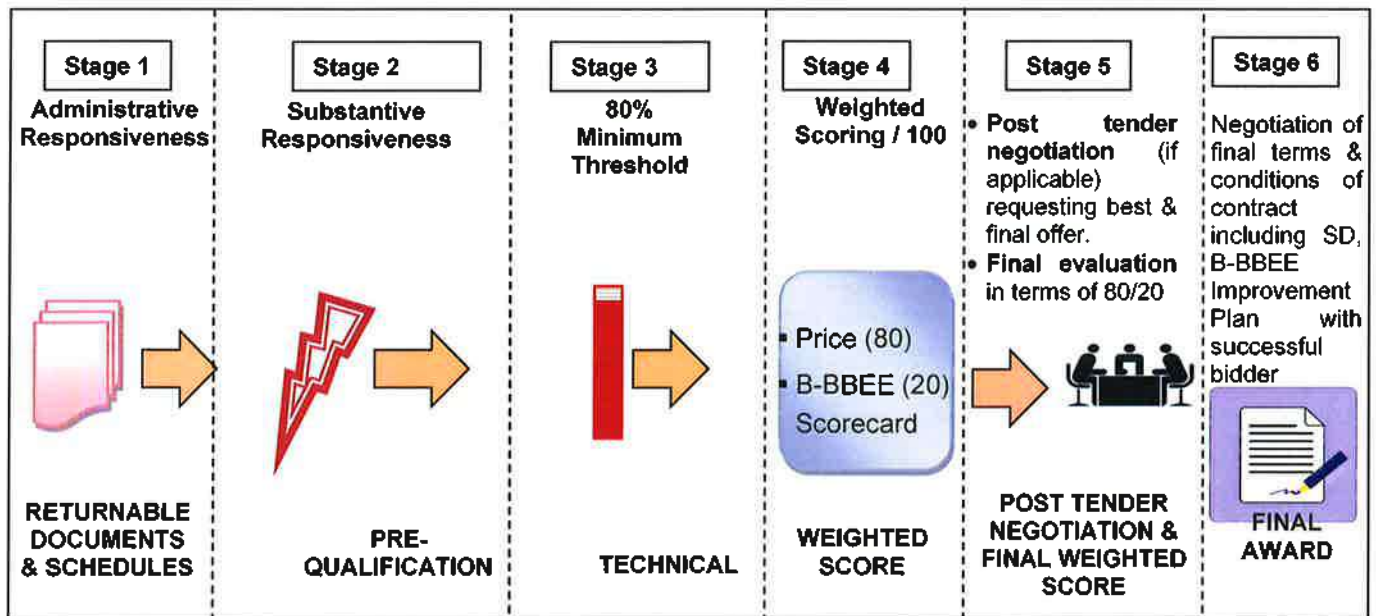
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The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

1.3 STAGE THREE: Minimum Threshold 80% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings
Management and CV's of key persons	20
Quality Plan:	10
Health and Safety Plan	10
Risk	10
Previous Experience:	20
Method Statement:	25
Locality	5

Technical Criteria	% Weightings
Total Weighting:	100%
Minimum qualifying score required:	80

The test for substantive responsiveness [Stage Three] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation

1.4 STAGE FOUR Evaluation and Final Weighted Scoring

a) Price and BBBEE Criteria [Weighted score 80/20 points]:

Evaluation Criteria	% Weightings
• Price	80
• BBBEE	20
Total	100



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provision of demolition of buildings: old line camp, Vryheid east
TENDER FEE AND BANKING DETAILS	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za FREE OF CHARGE. Alternatively, this RFP may be purchased at R0 [inclusive of VAT] for copies for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead. <u>If a Copy of the RFP is required, prior arrangements must be made one (1) day in advance with the contact person listed below. mphasha.kgare@transnet.net.</u> This copy of the RFP may be collected during work hours. NOTE: 1. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.
COLLECT COPY OF THE RFP FROM:	Applicable collection address: 05 July 2021 to 13 July 2021 Contact Person: Mphasha Kgare Transnet Property Upper Ground Floor Waterfall Business Estate 9 Country Estate Drive 1662, Midrand Email address: mphasha.kgare@transnet.net .
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 05 July 2021 to 13 July 2021 Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection.



SITE VISIT / INSPECTION	There will be no Compulsory Tender Clarification Meeting to be conducted for this enquiry. For any Clarification on this tender, tenderers are encouraged to send a written enquiry to the Transnet contact person listed below; mphasha.kgare@transnet.net. A Site visit/walk, tenderers are to note: • Prior arrangement must made for any site visit with Transnet and permission must be granted before the tenderers can come to Transnet facility. • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo and follow COVID-19 regulations and screening. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. • The timelines for the site visit will be between 05/07/2021 to 13/07/2021.
CLOSING DATE	12:00pm on (2021/08/03) Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TPER/VRD/872 (T) CIDB

Description Provision of demolition of buildings: old line camp, Vryheid east

Closing date and time: 08 August 2021 at 12:00

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

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



3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location at the Upper Ground Floor, and must be addressed as follows:

THE SECRETARIAT, ACQUISITION COUNCIL

TRANSNET PROPERTY TENDER BOX

RFP No: *TPER/VRD/872 (T) CIDB*

Description: Provision of demolition of buildings: old line camp, Vryheid east

Closing date and time: *03 August 2021 at 12:00*

Closing address: Green Tender Box of Transnet Property at *Waterfall Business Estate, 9 Country Estate Drive*

Midrand, 1662

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 0 above.

3.2 Dispatch by courier

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

THE SECRETARIAT, ACQUISITION COUNCIL

TRANSNET PROPERTY TENDER BOX

RFP No: *TPER/VRD/872 (T) CIDB*

Description: Provision of demolition of buildings: old line camp, Vryheid east

Closing date and time: *16 October 2020 at 12:00*

Closing address: *Waterfall Business Estate, 9 Country Estate Drive*

Midrand, 1662

- 3.3 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e.



pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

4. **CONFIDENTIALITY**

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

5. **DISCLAIMERS**

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

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



- 5.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 5.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 5.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphasha Kgare
	Address:	09 Country Estate Drive, Waterfall Business Estate, Midrand.
	Tel No.	011 308 1459
	E – mail	Mphasha.kgare@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	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 4CE 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: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of 4CE or higher class of construction work; - 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 4CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations - The tenderer shall provide a certified copy of its signed joint venture agreement.	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80** points.

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

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

C.2.7 No Tender clarification meeting will held for this tender.

C.2.12 No alternative tender offers will be considered.

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

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

Location of tender box TRANSNET PROPERTY

Physical address: 09 Country Estate Drive, Waterfall Business Estate, Midrand.

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPER/VRD/872 (T) CIDB
- The Tender Description: Provision Demolition of buildings: old line camp, Vryheid East

MonthsDocuments 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: **12:00pm** on the **16 October 2020**

Location: **Transnet Property**

09 Country Estate Drive, Waterfall Business Estate, Midrand.

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

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

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

C3.11 The minimum number of evaluation points for functionality is: **80**

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:

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

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

- T2.2-5 **Evaluation Schedule:** Quality Management
- T2.2-6 **Evaluation Schedule:** Previous experience
- T2.2-7 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-8 **Evaluation Schedule:** Method Statement
- T2.2-9 **Evaluation Schedule:** Risk Elements
- **Evaluation Schedule: Locality**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

- 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).

T1.2 TENDER DATA

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

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

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

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

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

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphasha Kgare
	Address:	09 Country Estate Drive, Waterfall Business Estate, Midrand.
	Tel No.	011 308 1459
	E – mail	Mphasha.kgare@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	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 4CE 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: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of 4CE or higher class of construction work; - 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 4CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations - The tenderer shall provide a certified copy of its signed joint venture agreement.	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80** points.

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

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

C.2.7 No Tender clarification meeting will held for this tender.

C.2.12 No alternative tender offers will be considered.

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

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

Location of tender box TRANSNET PROPERTY

Physical address: 09 Country Estate Drive, Waterfall Business Estate, Midrand.

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPER/VRD/872 (T) CIDB
- The Tender Description: Provision Demolition of buildings: old line camp, Vryheid East

MonthsDocuments 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: **12:00pm** on the **08 August 2021**

Location: **Transnet Property**

09 Country Estate Drive, Waterfall Business Estate, Midrand.

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

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

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

C3.11 The minimum number of evaluation points for functionality is: **80**

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:

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

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

- T2.2-5 **Evaluation Schedule:** Quality Management
- T2.2-6 **Evaluation Schedule:** Previous experience
- T2.2-7 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-8 **Evaluation Schedule:** Method Statement
- T2.2-9 **Evaluation Schedule:** Risk Elements
- **Evaluation Schedule: Locality**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

- 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:

T2.2-2 Stage One as per CIDB: Eligibility Criteria Schedule - Valid Copy of CIDB 4CE grade or higher and 3EB or higher **(This can be subcontracted, and agreement should also be attached signed by both parties).**

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

- late tenders will be accepted.
- Submit Central Supplier Database CSD Registration (recent copy).
- Submit proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.
- Submit the proof of recently certified copy of qualifications for Project Manager, minimum National Diploma in the engineering and built environment.
- Submit the proof of recently certified copy of qualifications for SHE officer, minimum National Diploma in safety management.
- Proof of Bidder registration as Asbestos Contractor with the Department of Employment and Labour.
- Submit proof of valid Bidders CIDB Grade 4 CE or higher.
- Submit fully completed Form of Offer & Acceptance.
- Submit fully completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

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

T2.2-5 Evaluation Schedule: Quality Management

T2.2-6 Evaluation Schedule: Previous experience

T2.2-7 Evaluation Schedule: Management & CV's

T2.2-8 Evaluation Schedule: Method Statement

T2.2-9 Evaluation Schedule: Risk Elements

Evaluation Schedule: Locality

2.1.3 Returnable Schedules:

General:

T2.2-10 Availability of equipment and other resources

T2.2-11 Site Establishment requirements

T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

T2.2-14 Authority to submit tender



T2.2-15 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

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

T2.2-17: Capacity and Ability to meet Delivery Schedule

T2.2-18: Certificate of Acquaintance with Tender Document

T2.2-19 Health and Safety Questionnaire

T2.2-20 RFP – Breach of Law

T2.2-21 Service Provider Integrity Pact

T2.2-22 Supplier Code of Conduct

T2.2-23: Non-Disclosure Agreement

T2.2-25 RFP Declaration Form

1.3.2 Bonds/Guarantees/Financial:

T2.2-28 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-24 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 Valid Tax Clearance Certificate

T2.2-3 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-4: Evaluation Schedule - Management & CV's 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 – general maintenance experience related to the works for a minimum number of 3 years.
 - 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			

Index of documentation attached to this schedule:

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T2.2-5: Evaluation Schedule – Quality Management

Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:

T2.2-6: Evaluation Schedule: Previous Experience

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

T2.2-6: Evaluation Schedule: Previous Experience

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

T2.2-8: Evaluation Schedule: Method Statement

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

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

T2.2-9: Risk Elements (Evaluation Criteria)

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.

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

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work



% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐		☐		☐

T2.2-14: 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

T2.2-15: 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		

T2.2-17: 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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T2.2-18: 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

T2.2-19: Health and Safety Questionnaire

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE													
1A. Injury Experience / Historical Performance - Alberta													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time Injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time Injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
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4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years Injury and Illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		☐ Yes ☐ No											
2. CITATIONS													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:												
3. CERTIFICATE OF RECOGNITION													

Does your company have a Certificate of Recognition?	
☐ Yes ☐ No If Yes, what is the Certificate No. _____	Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No	
If Yes, provide a copy for review	
Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No	
If Yes, provide a copy for review	
Does your safety program contain the following elements:	
	YES NO
CORPORATE SAFETY POLICY	☐ ☐
INCIDENT NOTIFICATION POLICY	☐ ☐
RECORDKEEPING & STATISTICS	☐ ☐
REFERENCE TO LEGISLATION	☐ ☐
GENERAL RULES & REGULATIONS	☐ ☐
PROGRESSIVE DISCIPLINE POLICY	☐ ☐
RESPONSIBILITIES	☐ ☐
PPE STANDARDS	☐ ☐
ENVIRONMENTAL STANDARDS	☐ ☐
MODIFIED WORK PROGRAM	☐ ☐

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No	
If Yes, include a course outline. Does it include any of the following:	
	YES NO
GENERAL RULES & REGULATIONS	☐ ☐
EMERGENCY REPORTING	☐ ☐
INJURY REPORTING	☐ ☐
LEGISLATION	☐ ☐
RIGHT TO REFUSE WORK	☐ ☐
PERSONAL PROTECTIVE EQUIPMENT	☐ ☐
EMERGENCY PROCEDURES	☐ ☐
PROJECT SAFETY COMMITTEE	☐ ☐
HOUSEKEEPING	☐ ☐
LADDERS & SCAFFOLDS	☐ ☐
FALL ARREST STANDARDS	☐ ☐
AERIAL WORK PLATFORMS	☐ ☐

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly
☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly
☐ ☐ ☐ ☐ ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-21: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.
- 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 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.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
 - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

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

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 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 or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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 into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.
- 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 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 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.
- 6.6 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.
- 6.7 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 Form contained in the applicable RFX 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; 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 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

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

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

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

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

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

12 DISPUTE RESOLUTION

12.1 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.

13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 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.
- 13.3 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.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

T2.2-22 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature



T2.2-23: NON-DISCLOSURE AGREEMENT

[01 JULY 2020]



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-24 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?						Yes		No				
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:												

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

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

A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-25: 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 T2.2-31 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net



- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-27: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....



C1.1: Form of Offer & Acceptance

Offer

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

PROVISION OF DEMOLITION OF BUILDINGS: OLD LINE CAMP, VRYHEID EAST

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:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).



TRANSNET PROPERTY

ENQUIRY NUMBER: TPER/VRD/872 (T) CIDB

DESCRIPTION OF THE WORKS: DEMOLITION OF BUILDINGS: OLD LINE CAMP, VRYHEID EAST

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations**Note:**

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with Activity Schedule
	and secondary Options	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 <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: 5th floor Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property Carlton Centre 150 Commissioner Street Johannesburg 2001
		Transnet Property Carlton Centre 150 Commissioner Street Johannesburg 2001
	Tel No.	
10.1	The <i>Project Manager</i> is: (Name)	Shelen Kara
	Address	202 Anton Lembed Street, Durban
	Tel	031/361 1210 or 083 5645430

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

e-mail **Shelendra.kara@transnet.net**

11.2(13)	The <i>works</i> are	Demolition of Buildings: Old Line Camp, Vryheid East
11.2(14)	The following matters will be included in the Risk Register	Working at heights, PPE, Cordoning off site Falling of roof sheets and building rubble
11.2(15)	The <i>boundaries of the site</i> are	Old Line Camp, Vryheid East
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	3 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	6 weeks from the contract start date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 week of the Contract Date.
31.2	The <i>starting date</i> is.	1 week from award of contract
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	2 (two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	1 week
5	Payment	
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.

6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are, 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:	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: Vryheid The Contractor's Site establishment area Vryheid South African Weather Service 012 367 6023 or info3@weathersa.co.za.
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7	Title	No additional data is required for this section of the conditions of contract.
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8 Risks and insurance

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: Cover / indemnity: The deductibles are: 2 Insurance against: Cover / indemnity The deductibles are	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability. to the extent as stated in the insurance policy for Contract Works / Public Liability as stated in the insurance policy for Contract Works / Public Liability 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 Is to the extent as stated in the insurance policy for Contract Works / Public Liability 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	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	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.
	The <i>Contractor</i> provides these additional Insurances	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 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> 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 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or Insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor 6 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. 7 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. 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.
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 Principal Controlled Insurance
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	As stated in the preambles to the bill of quantities.

11	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) Durban, Kwazulu Natal, South Africa The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
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	R 1,500.00 per day
X16	Retention (not used with Option F)	
X16.1	The retention free amount is	NIL
	The retention percentage is	0% on 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	Additional conditions of contract	
	The <i>additional conditions of contract</i> are:	
Z.1	Obligations in respect of Supplier Development Programme (SDP)	
Z1.1	It will be a material term of this contract that the <i>Contractor</i> contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the <i>Employer</i> . In response to this requirement, the <i>Contractor</i> undertakes to implement the Supplier Development (SD) initiatives as per the <i>Contractor's</i> Supplier Development Plan.	
Z1.2	The <i>Contractor's</i> SD Plan constitutes an offer to perform all its SD commitments to a minimum of <u>5</u> % of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.	
Z1.3	In order to prevent any doubt, the <i>Contractor's</i> SD obligations shall not constitute a separate activity in the <i>activity schedule</i> . The value of the <i>Contractor's</i> SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the <i>Employer</i> .	
Z1.4	The milestones for the implementation of SD targets will be every six months after Contract Date. The <i>Employer's Agent</i> will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The <i>Contractor</i> shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).	

Z1.5	The <i>Contractor</i> shall provide TP with Supplier Development Implementation Plan within 45 days from the signature date of the Contract setting out the nature, extent and monetary value of the Contractor's commitments which the <i>Contractor</i> shall undertake, as well as the mechanisms to allow for access to information and verification of the <i>Principal Controlled Insurance</i> compliance with the Implementation Plan, as shall be agreed with the <i>Employer</i>. The <i>Contractor</i> shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the <i>Contractor</i> to the <i>Employer</i> on a monthly basis during the term of the Contract.
Z1.6	Money shall be retained in line with X16 by the <i>Employer</i> for its due performance of its SD commitments, at no additional cost to the <i>Employer</i>. The retention for SD shall be 2.5% of the total of the prices. The <i>Employer</i> reserves the right to stipulate additional measures from the <i>Contractor</i> to ensure that overall contractual SD commitments are achieved.
Z1.7	The <i>Employer</i> will be entitled to recover any shortfall between the SD retention amount and Non-compliance Penalty Imposed by increasing the overall percentage retained on payments certified (X16) in lieu of payment of the remaining shortfall, or deduct (set) amounts not paid to the <i>Contractor</i> from the account of the <i>Contractor</i> in the ensuing month.
Z1.8	The <i>Contractor</i> shall provide to the <i>Employer</i>, upon receiving an instruction to do so, any documentation and/or evidence required by the <i>Employer</i> which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has met the Condition of any SD Milestone. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the <i>Contractor</i> has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z1.9	If the <i>Contractor</i> fails to achieve any SD milestone the <i>Employer</i> shall deduct a non-compliance penalty from retention to the value of the full outstanding amount each SD milestone Date Condition not fully met plus an additional percentage. Please refer to Annexure A for the applicable penalties in this regard.

Z1.10	The <i>Contractor</i> shall provide the <i>Employer</i> with a credit note for the amount due under this clause within 10 days after receipt of an invoice from the <i>Employer</i>, failing which the <i>Employer</i> shall, without prejudice to any other rights of the <i>Employer</i> under this Agreement, be entitled to: - deduct the amount due for the non-compliance penalty under the retention clause and - Claim payment of the remaining amount due of the non-compliance penalty from the <i>Contractor</i>. The <i>Employer</i> is entitled to deduct this amount not paid by the <i>Contractor</i> from the SD retention percentage.
Z1.11	In addition to the Supplier Development and B-BBEE commitments that the <i>Contractor</i> makes, the <i>Contractor</i> has in its tender provided with the <i>Employer</i> with an understanding of the <i>Contractor's</i> position with regard to issues such a waste disposal, recycling and energy conservation.
Z1.12	Reporting Obligations for Supplier Development Please see Annexure D
Z2	Additional clause relating to Performance Bonds and/or Guarantees
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody's Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the <i>Employer</i>) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody's Investor Services Limited) and otherwise acceptable to the <i>Employer</i> (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the <i>Contractor</i> with an issuer that complies with the minimum required credit rating.
Z3	Obligations in respect of Joint Venture Agreements

Z3.1	Insert the additional core clause 27.5 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: • 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: 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: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z3.2	Insert additional core clause 27.6 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>.
Z4	Additional obligations in respect of Termination

Z4.1		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 Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	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"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Local Content Obligations	
Z6.1		In terms of Annexure A (SBD 6.2) and Annexure C of the RFP, the <i>Contractor</i> has undertaken to implement the local content and production requirements set by National Treasury for Electrical and telecommunication cables sector ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Contractor to comply with Annexures A and C in order for it to fulfil its local content obligations.
Z6.2		The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act
Z6.3		The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Content Declaration templates with the actual local content values for the duration of the contract.
Z6.4		Breach of Local Content obligations also provides the <i>Employer</i> cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.
Z6.5	Non-compliance Penalties for Local Content	The Contractor must refer to Annexure C of the Contract Data with regards to non-compliance penalties applicable to Local Content, and to note that penalties will be deducted from the retention amount allocated to local content as shown in clause X16.
Z6.6	Reporting Obligations for Local Content	
		Please see Annexure D
Z7	Right Reserved by Transnet to Conduct Vetting through SSA	

Z7.1	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: 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.
Z8	Additional Clause Relating to Collusion In the Construction Industry
	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.
Z9	Protection of Personal Information Act 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.

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)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.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	6 weeks
11.2(14)	The following matters will be included in the Risk Register	Working at heights, PPE, Cordoning off site, Falling of roof sheets & building rubble.
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	

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

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
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	None
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	None
22 in SSCC	Generator, Earth moving equipment & other machinery	
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee
62 in SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

Annexure C – Non-compliance Penalties for Local Content

Non-compliance Penalties for Local Content:

- a) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- b) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- c) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend³ is lower than the Required Local Content Spend⁴ (or the Adjusted Required Local Content Spend⁵, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1.5% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local

³ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

⁴ Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

⁵ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

- d) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- e) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

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

Payment of Non-compliance Penalties:

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

Annexure D – Reporting

Reporting

- a) The *Contractor* shall monitor, audit, and record in an auditable manner, its own implementation and compliance with its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and provide the *Employer's Agent* with such information as the *Employer's Agent* may reasonably request concerning its Local Content obligations, the implementation of the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- b) The *Contractor* shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide the *Employer* with a report (for monitoring purposes only) in respect of each of its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- c) The *Employer*, through its Supplier Development division, shall, every 3 (three) months from the Commencement Date, review and verify the *Contractor's* undertakings stipulated in this clause with respect to B-BBEE and Supplier Development commitments, based on the *Contractor's* report.
- d) The *Contractor* shall provide adequate proof to enable the *Employer* to verify compliance with its Local Content undertakings, the B-BBEE Improvement Plan and Supplier Development Implementation Plan. Such proof shall include, but not be limited to, the following:
 - e) Post verification of the submitted report to the *Employer*, the *Employer* shall engage with the *Contractor* on the findings. The Contract Manager, assisted by the relevant specialist from Transnet's Supplier Development division, must report to the *Contractor* at the end of every 3 (Three) months as to whether or not the Contract Manager and/or the Contractor Development specialist reasonably considers, based on the information available to it, that the *Contractor* has during such time complied with its Local Content undertakings, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and the extent, if any, to which the *Contractor* has not so complied.
- f) Without prejudice to the *Employer's* rights under this Contract:
 - i. if the Contract Manager and/or the *Employer's* Supplier Development specialist reasonably considers that the *Contractor* is not at any time complying with its Local Content undertakings, B-BBEE Improvement Plan and/or the Supplier Development Implementation Plan, the Contract Manager and/or the Supplier Development specialist may make such recommendations as is considered reasonably appropriate to the *Contractor* as to the steps he reasonably considers should be taken by the *Contractor* in order for the *Contractor* to remedy such non-compliance and the time period within which such steps must be taken;
 - ii. If such recommendations are not implemented by the *Contractor* in accordance with such recommendations, then the provisions in Annexure A, B and C shall apply; and
 - iii. The *Employer* may at any time request a meeting with the *Contractor* to consider any non-compliance reported to it by the Supplier Development specialist of the *Employer* and/or the Contract Manager or which otherwise comes to its attention. Both Parties must attend such

a meeting and negotiate in good faith with a view to reach agreement on the steps or actions that the *Contractor* must undertake in order to remedy that non-compliance.

- g) In the event the *Contractor* is found not to have met its Local Content undertakings, the B-BBEE and/or Supplier Development requirements agreed upon in the B-BBEE Improvement Plan and the Supplier Development Implementation Plan, and/or is found to be fraudulent in submitting the reports, then the *Employer* shall impose a non-compliance penalty as provided for in Annexures A, B and/or C or shall be entitled to terminate the contract.
- h) For the sake of completion of its contractual obligations, the *Contractor* shall be obliged to complete all the undertakings made under the B-BBEE Improvement Plan and the Supplier Development Implementation Plan 3 to 6 months before the Termination Date.

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1 - 3
C2.2	Activity Schedule	4 - 5

C2.1 Pricing instructions: Option A

1. The conditions of contract

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

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

- | | | |
|-------------------------------------|-------|---|
| Identified and defined terms | 1.1 | (20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract. |
| | 1.1.2 | (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. |
| | | (27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p> |

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on completed activities and/or milestones as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities that are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

1.3. Symbols

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

Abbreviation	Unit
%	percent
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
T	ton (1000kg)
m ³ /s	cubic metres per second
W/day	Work day

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

C2.2 Activity Schedule

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

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

Note: The below Activity Schedule is a guide a thorough site walk-about will be conducted and a comprehensive scope of work will be determined prior to submissions of bids.

Item	Description	No Off	Unit	Rate	Price
1	Preliminary and General				
1.1	Site Establishment	1	Job		
1.2	Disconnection and making safe of all electrical and water connections to the buildings.	1	Job		
1.3	Cordoning off and restricting access to the site. Contractor to erect appropriate barricade with signage that restricts access by unauthorised personnel.	1	Job		
1.4	Cutting of overgrown grass on the site, where demolitions are going to take place.	1	Job		
2	Demolition and Disposal				
2.1	Demolish all 28 buildings. All rubble is to be removed from site. A legally acceptable disposal certificate is required for all disposed building rubble. <u>Buildings onsite:</u> (Height = 3.70m) 1 @ 4m x 4m, 1 @ 10 x 20m 1 @ 9m x 7m, 1 @ 19m x 14m 24 @ 13m x 7m	5000	m ²		
3	Asbestos Removal and Disposal				
3.1	Remove and dispose of asbestos as per the POLICY ON THE HANDLING AND DISPOSAL OF ASBESTOS AND ASBESTOS CONTAINING WASTE IN TERMS OF SECTION 20 OF THE ENVIRONMENT CONSERVATION ACT, 1989 (ACT 73 OF 1989) A legally acceptable certificated of disposal is required for this item.	3300	m ²		
4	Site Rehabilitation				
4.1	Fill and compact all open gulley's with building rubble, so that no open areas are on site.	1	Job		
4.2	Clear all storm water lines from debris/building rubble so that no blockages occur.	1	Job		
4.3	Cover all storm water manholes with concrete storm water covers.	30	Each		
4.4	Remove all barricades when site has been cleared and leave site in a clean and tidy condition.	1	Job		

Item	Description	No Off	Unit	Rate	Price
5	Approved Inspection Authority provision	1			
6	Provisional Sum				
Gross Total					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1-3
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C3.2	<i>Contractor's Works</i>	30
Total number of pages		30

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1. DESCRIPTION OF THE WORKS

1.1. Executive overview

The works includes demolition and disposal of 28 buildings at the line Camp. Some components of these structure are made of Asbestos hence this material must be disposed in line with the Asbestos Regulations. Asbestos disposal certificate to be submitted to Transnet.

This work should be carried out by a CIDB grade 1 Demolition & blasting Contractor.

1.2. Employer's objectives

The *Employer's* objectives are to:

- Remove and dispose of asbestos roof sheets and any other asbestos material.
- Demolish internal and external face brick walls
- Remove and dispose of all steel.
- Remove and dispose of all building rubble.
- Comply with building regulations such as Asbestos Regulations and OHS act of 1993 amongst others.
- Create an environment that is safe.

1.3. Supplier Development

1.3.1. The *Contractor's* SD Plan constitutes an offer to perform all its SD commitments to a minimum of **5%** of the total of the Prices and within the time period/s (every six months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.

1.3.2. In order to prevent any doubt, the *Contractor's* SD obligations shall not constitute a separate activity in the activity schedule. The value of the *Contractor's* SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the *Employer*.

1.4. 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	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
SD	Supplier Developments

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	<i>Contractor's</i> 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	FStandard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2. ENGINEERING AND THE *CONTRACTOR'S* DESIGN

2.1. *Employer's design*

INSTRUCTIONS

All materials and workmanship to comply with the following rules:

OHSACT 85 OF 1993: Occupational Health and Safety Act.

2.1.1. SET UP SITE:

Contractor to provide site office, tool and material stores on area as indicated by a representative of Transnet Property.

The *Contractor* to take the following in consideration

- There are no storage facilities on site.
- All the debris needs to be cleared from the works area.
- The contractor shall provide all the test equipment required to test the installation.

2.1.2. BARRICADES:

Erect barricades to secure area.

The entire demolition area is to be demarcated.

2.1.3. SECURITY:

The *Contractor* is responsible for the security to protect his equipment, material and personal.

2.1.4. DEMOLITION WORKS:

Note: All the demolition works has to be performed at The Vryheid Line camp.

PRELIMINARIES & General

The agreement applicable to this contract is the NEC3

Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof (hereafter referred to by heading) for which such allowances must be made as may be considered necessary.

2.1.5. GENERAL NOTES

- The *Contractor* is advised to visit the site prior to pricing the following items in order to ascertain the exact nature and full extent of the works as no liability whatsoever shall be accepted as a result of brevity of descriptions. All dimensions are to be treated as approximate.
- The *Contractor* shall, in all cases, allow for disposal of materials arising from any decommissioning of any equipment if required. This shall apply even if it is not expressly provided for on the description for an item.
- The *Contractor* shall consult with the Project Manager before commencement of works (to gain access).
- The *Contractor* shall be registered with the department of labour as an authorised civil *Contractor* to carry out civil works (refer to Gatekeeper).
- The Contractor shall be registered as an asbestos contractor.
- In taking down and removing existing work; the utmost care shall be observed to avoid any structural or other damage to the remaining portion of the building. The *Contractor* shall cover and protect from injury or damage. The *Contractor* will be liable for any damage that may occur as a result.
- Unless otherwise stated, materials arising from the demolitions shall become property of the *Contractor* and shall be carted away from the site immediately it becomes available.

2.1.6. WORKS INFORMATION

The *contractor* shall demolish building structures at the Old Line Camp, Vryheid East . The list below (not limited to) indicates some of the activities that the *contractor* will be responsible for.

- Remove and dispose of asbestos roof sheets and any other asbestos material.
- Demolish internal and external face brick walls
- Remove and dispose of all steel.
- Remove and dispose of all building rubble.
- Comply with building regulations such as SANS 10400 and OHS act of 1993 amongst others.
- Create an environment that is safe.

2.1.7. The *Employer's* design for the works is:

Not applicable

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

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

Not applicable

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

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

Not applicable

2.3.2. Documentation Submission

Not applicable

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.

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor*' Document Submittal Requirements' as stated by the *Employer*.

2.5. **Other requirements of the *Contractor's* design**

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

Not applicable

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 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* conducted on the Carlton Centre Precinct.

2.6.3. Design of Equipment

All designs are not approved unless so sanctioned by the *Employer*.

2.6.4. The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the Project Manager for his information only:

All designs are not approved unless so sanctioned by the *Employer*

- 2.6.5. 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

2.7. **Equipment required to be included in the works**

Refer to the detailed scope of works

2.8. **As-built drawings and maintenance schedules**

The as-built drawings and maintenance schedules must be submitted in a soft copy format and hard copy drawings and all other requirements needed to enable the works to function.

- 2.8.1. The *Contractor* provides the following:

- 2.8.2. The as-built drawings and maintenance schedules must be submitted in a soft copy format, hard copy drawings and all other requirements needed to enable the works to function.

2.8.3. **As-Built/Final Documentation**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

2.8.4. **Installation, Maintenance and Data Books**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and the '*Contractor* Documentation Submittal Requirements' as stated by the *Employer*.

2.9. **Temporary works, Site services & construction constraints**

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

The *Contractor* will only gain entry to the site through an access permit granted by the *Employer*.

- 2.9.2. The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* will only gain entry to the site through an access permit granted by the *Employer*.

- 2.9.3. Restrictions to access on Site, roads, walkways and barricades:

The *Contractor* to access site through an access permit granted by the *Employer*.

- 2.9.4. The *Contractor* complies with the following requirements of the *Employer*. The *Contractor* will only gain entry to site through an access permit granted by the *Employer*.

- 2.9.5. People restrictions on Site; hours of work, conduct and records:

Work to occur in restricted area thereby allowing access to permitted individuals to work on site during office unless otherwise stated by the *Employer*.

- 2.9.6. The *Contractor* complies with the following hours of work for his people (including Sub-*Contractors*) employed on the Site:

Access to site after working hours (prior arrangements to be made).

- 2.9.7. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the Project Manager at all reasonable times.

- 2.9.8. Health and safety facilities on Site

The *Contractor* shall comply with the Health and Safety requirements in line with the Occupational Health and Safety Act and Applicable Regulation to this Works Information.

The *Contractor* shall comply with the applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Contractors* cost and which shall be deemed to have been allowed for in the rates and prices.

The *Contractor* will be required to submit particulars of his Health and Safety Programme within 1 (One) week of award of tender. Particular requirements of the *Employer*, if any, will be made known on award of the contract.

The *Contractor* shall, in particular, comply with the following Act:

- (i) The Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The *Contractor* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employers* agent. This will be at a time and location Transnet will arrange. The *Contractor* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.

Project Site Safety Statistics Spreadsheet

During the construction period of the works a monthly report will be submitted of all incidents and accidents to be filled in on the attached form.

- 2.9.9. The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.

The Health and Safety for construction activities are properly communicated in the *contractor's* Health and Safety plan.

- 2.9.10. Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall provide a *Contractors* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's* Agent has the right to request additional specific work method statements should in his opinion this be required.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Employers* Agent.

The *Contractor* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989 and

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractors* cost.

- 2.9.11. Cooperating with and obtaining acceptance of others

There will be occupants (Client) on the floor throughout the construction phase and therefore the *Contractor* is expected to share the working areas with others.

Required to liaise with *Employer* Agent.

- 2.9.12. The *Contractor* performs the *works* and co-operates with:

- *Employer* Agent
- Client

- Others

Please state all instances of either third parties on Site and / or Working Areas with whom the *Contractor* must accommodate and / or co-ordinate with and third parties with whom the *Contractor* exchanges information and / or approvals (e.g.) a statutory or regulatory body.

2.9.13. Publicity and progress photographs

All issues pertaining to Public Relations are to be addressed through the TP Project Manager's Office.

2.9.14. The *Contractor* provides a notice board placed on the area of construction on the floor.

2.9.15. The *Contractor* provides progress photographs at weekly intervals via email to all stakeholders for progress updates.

2.9.16. 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.

2.9.17. *Contractor's* Equipment

The *Contractor* is liable to all materials and their storage thereafter as per SANS 1200A.

2.9.18. 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.

2.9.19. The *Contractor* complies with the regulations as so permitted and restricted in the use of Equipment as required by the *Employer*.

2.9.20. Equipment provided by the *Employer*

Not Applicable

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

Not Applicable

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

Not Applicable

2.9.23. Site services and facilities:

The *Employer* will provide services such as power, water, and ablution facilities. However, the *Contractor* shall provide everything else necessary for providing the works.

2.9.24. The *Employer* provides the following facilities for the *Contractor*:

The *Employer* will provide services such as power, water, and ablution facilities. Allocation will be confirm upon establishment. However, the *Contractor* shall provide everything else necessary for providing the works.

2.9.25. 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 facility (including all apparatus of the *Employer* and Others in, on or under the facility) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

2.9.26. Facilities provided by the *Contractor*:

Very little material must be stored on the floor since the *Contractor* is not the only occupant on the floor. The *Contractor* may use the construction area (offices under construction) for site office set up, after removing all of clients' movable items. The *Contractor*, upon award will be granted access onto the service level for delivery of material and *Contractor* vehicles.

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

Not Applicable

- 2.9.28. 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 facility (including all apparatus of the *Employer* and Others in, on or under the facility) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 2.9.29. 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*.
- 2.9.30. Existing premises, inspection of adjoining properties and checking work of Others
Prior to establishment, all stakeholders (project team) and representatives of client, inspection will occur.
- 2.9.31. The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manager*:
Not Applicable
- 2.9.32. The *Contractor* inspects any work of with which the works interfaces in conjunction with the Project Manager.
- 2.9.33. Survey control and setting out of the *works*
The *Contractor* shall provide information on survey controls by the *Employer*.
- 2.9.34. The *Employer* provides the following information and survey controls for the *Contractor*
Not Applicable
- 2.9.35. Underground services, other existing services, cable and pipe trenches and covers
Where the *Contractor* was negligent and caused any damage, the *Contractor* shall be rectified at the *Contractors* cost.
- 2.9.36. Where the *Contractor* encounters existing services the *Contractor* undertakes the following:
The *Contractor* has to mark the services found on site, referencing on as-built drawings, stripping out if found 'dead' against a stated procedure and/or procedure protection measures if found 'live' against a stated procedure.
- 2.9.37. Control of noise, dust and waste
Contractor is to ensure that all necessary measures to control noise and waste during construction as per the Acts listed on 2.10.43.
- 2.9.38. The *Contractor* complies with the following:
The *Contractor* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:
- The National Environmental Management Act, 107/1998
 - The Environmental Conservation Act, 73/1989 and
- 2.9.39. Giving notice of work to be covered up.
Contractor is to notify the Project Manager of work prior to cover up for approval.
- 2.9.40. The *Contractor* notifies the *Supervisor* of the following elements of the *works* which are to be covered up:
Contractor is to notify the Project Manager of work prior to cover up for approval.
- 2.9.41. Hook ups to existing *works*

Constraints related to this work are the lack of drawings for existing services. And the fact that the premises will still be used by the *Employer* and/or third parties through the construction phase.

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

Constraints related to this work are the lack of drawings for existing services. And the fact that the premises will still be used by the *Employer* and/or third parties through the construction phase.

2.10. **Completion, testing, commissioning and correction of Defects**

2.10.1. The *work* to be done by the Completion Date

All work is 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 done 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.

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

Any additional works requested by the Client.

2.10.3. Use of the *works* before Completion has been certified

Clause 35.2 in ECC provided that the *Employer* may use any part of the works before Completion has been certified but if he does so he takes over the part of the works except if the use is for a reason stated in the Works Information.

2.10.4. 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:

The *Employer* may want to use part of the works prior to Completion is Certified and so the *Contractor* must allow for the risk associated with this.

2.10.5. Materials facilities and samples for tests and inspections

Not Applicable.

2.10.6. The *Contractor* provides the *Employer* with the following facilities made available when materials if any and samples in order to the supervisor to perform his tests and inspection as so described in ECC Clause 40.2:

Not Applicable.

2.10.7. The *Employer* provides the *Contractor* with the following facilities made available when materials if any and samples in order to the supervisor to perform his tests and inspection as so described in ECC Clause 40.2:

Not Applicable.

2.10.8. Commissioning

TP Project Team will be responsible for the following:

- Handing over the custody and control of the works/product and systems to the Client in an orderly manner and in a sequence to be agreed and reflected/scheduled in the Project Schedule.
- Ensuring that the acceptance of the works is in accordance with the Project's Scope and procedures are agreed for this purpose.

- Upon completion of the works; the Project Manager will issue a certificate of completion which will encompass completion of Commissioning activities as may be appropriate for acceptance by the Client, with the responsibility resting with the Client's appointed responsible person.
 - Upon accepting the completed works, responsibility passes to the Client.
 - When the product is accepted; the Project Manager will issue an overall project completion certificate for acceptance by the Client, hereby transferring the entire facility to their care, custody and control. Commissioning is to be done before Completion.
- 2.10.9. The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*.
- 2.10.10. Start-up procedures required to put the *works* into operation
Not Applicable.
- 2.10.11. The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation.
- 2.10.12. Take over procedures
Contractual close-out of all orders will be done by the *Contractor* up to contract completion/hand over. Contract documentation includes the contract itself along with all supporting schedules, requested and approved contract changes, any seller developed technical documentation, financial documents such as invoices and payment records and the results of any contract related inspections or audits.
A complete set of indexed records will be prepared for inclusion with the final project records.
The administration of the contract through the defects notification period and payment of retention or return of retention bonds as well as final close-out will be done by *Contractor*. The *Contractor* will issue a list of contracts indicating when payments are due.
- 2.10.13. The *Contractor* provides the following assistance to the *Employer*.
The administration of the contract through the defects notification period and payment of retention or return of retention bonds as well as final close-out will be done by *Contractor*. The *Contractor* will issue a list of contracts indicating when payments are due.
- 2.10.14. The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 2.10.15. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the General layout; status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 2.10.16. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of associated Maintenance and Operating manuals at the earlier of take-over or Completion.
- 2.10.17. Where the *Contractor* has presented appropriated Maintenance and Operating Manuals; to the Project Manager at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 2.10.18. Access given by the *Employer* for correction of Defects
Clause 43.4 requires that the Project Manager arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted.
- 2.10.19. The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
None so far
- 2.10.20. Performance tests after Completion is required.

- 2.10.21. The *Contractor* performs the following performance tests after Completion of the *works*:
Specific performance tests (performance criteria to be passed) to be carried out by the *Contractor* after Completion. Low performance damages, that if performance tests after Completion fail, the *Employer* has no self-help remedy to apply further damages against the *Contractor*, save he might invoke a performance bond if included in the ECC Contract.
- 2.10.22. Training and technology transfer is required.
- 2.10.23. The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:
Use of the new equipment
- 2.10.24. The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:
Use of the new equipment
- 2.10.25. Operational maintenance after Completion.
Not applicable unless otherwise stated.
- 2.10.26. The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:
Not applicable unless otherwise stated.

3. PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

3.1. Demolition and Disposal rules

National Building Regulation and Building Standards Act 103 of 1997

OHSACT 85 OF 1993: Occupational Health and Safety Act. (Asbestos Regulations of 2001)

- 3.1.1. The *Contractor* carries out the following investigations on the Site:
Not Applicable

- 3.2. Engineering works
Comply with occupational act. Refer to Specification

- 3.3. Other [as required]
Not Applicable

4. LIST OF DRAWINGS

- 4.1. Drawings issued by the *Employer*

Not applicable

SECTION 2

5. MANAGEMENT AND START UP

5.1. Management meetings

As a minimum a two weekly meeting with the Client will be conducted. This meeting will be used to update the Client on project progress and issues.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly intervals	Line Camp, Vryheid East	Project Manager and <i>Contractors</i> .
Overall contract progress and feedback including SHE meetings	Weekly (dates to be confirmed)	Line Camp, Vryheid East	<i>Employer</i> , <i>Contractor</i> Supervisors and Project Manager.

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.

Documentation Control

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

All documents issued to 3rd Party *Contractors* and to the *Employer* must be submitted through the Project Manager.

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

The Supplier is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

5.2. **Safety risk management**

The *Contractor* shall comply with the Health and Safety requirements contained in the Transnet Property Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations to this Works Information.

The *Contractor* shall comply with the applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Contractors* cost and which shall be deemed to have been allowed for in the rates and prices.

5.2.1. The *Contractor* complies with the following SMP:

Include Site Cardinal Rules, Site General Rules, H&S disciplinary procedure, H&S performance reporting, workplace Observations and audits, Employment process, Mobilisation, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of Work, Incident Management, Site Management (as a minimum)

5.2.2. The *Contractor* ensures that its Sub-*Contractors* comply with the requirements of the SMP.

5.2.3. The *Contractor* in the performance of the *works* establishes an incentive programme for its employees with respect to SMP compliance.

5.2.4. The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working.

5.2.5. The *Contractor* makes the SMP available to its employees and Sub-*Contractors* in the *language of this contract* and other local languages as required.

5.2.6. The *Contractor* participates in a HAZOP at intervals upon the instruction and direction of the *Project Manager*.

5.2.7. The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of Project Manager.

5.2.8. The lines of communication of the various personnel acting on behalf of the Project Manager who communicate directly with the *Contractor* and his key persons with respect to the SMP.

5.2.9. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues.

5.2.10. The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the Project Manager.

5.2.11. The PSSM is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the Project Manager.

5.2.12. The PSPM is responsible for [insert specific details]. The PSPM ["acts on behalf of / reports to" state as appropriate] the Project Manager

5.3.

5.3.1. 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*).

5.3.2. The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

5.3.3. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

5.3.4. 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*.

5.3.5. 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 Information*.

5.3.6. The Quality Policy is a document that is jointly developed by management and quality experts to express the quality objectives of the organisation, the acceptable level of quality and the duties of specific departments to ensure quality.

5.4. **Programming constraints**

5.4.1. The *Contractor* shows on each programme he/she submits to the Project Manager, the requirements of H& S issues that need to be highlighted on the programme and design issues. The *Contractor* has to show construction operations on the programme.

5.4.2. The *Contractor* complies with the *Employer's* programme when he submits his first programme.

5.4.3. 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.

5.4.4. The *Contractor* uses Primavera 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*.

5.4.5. 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.

5.4.6. 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].

5.4.7. 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 code 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 a precise status and Performance of operations on the Site and Working Areas; status and performance of operations outside of Working Areas; manpower histograms; S-Curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 5.4.8. 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*.
- 5.4.9. The *Contractor* submits programme report information to the *Project Manager* via email at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 5.4.10. 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.
- 5.4.11. 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.].
- 5.4.12. 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.].
- 5.5. *Contractor's* management, supervision and key people**
- 5.5.1. The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1
- 5.5.2. The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.
- 5.5.3. The CSHEO tasks are:
- Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period].
- Monitor compliance with the CEMP and the environmental method statements submitted to the *Project Manager*
 - Reporting of an environmental incident to the *Project Manager*
 - Attendance at all SHE meetings, toolbox talks and induction programmes
 - Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - Ensuring that environmental signage and barriers are correctly placed
- The CSHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the SHEC. The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

5.5.4. The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner.

5.5.5. The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works* Information];
- Represent the *Contractor* on the IRCC; and

5.5.6. The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1

5.5.7. The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the Project Manager and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's* Works Information.

5.6. **Training workshops and technology transfer**

5.6.1. The *Contractor* facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop.

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

Not Applicable

5.7. **Insurance provided by the *Employer***

Procedures for making insurance claims can be obtained from the *Employer's* Agent.

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

5.8. **Contract change management**

The change management process will track current budget and the forecast, taking into account any deviations (trends), budget shifts, and change orders which have been identified.

The project team will use the following strategy to ensure that engineering, procurement, and construction efforts are appropriately connected to the project cost estimate and any deviations identified will be reported to project controls:

- Project deliverables and work hour estimates will be compared with the initial estimate to identify any significant changes in scope, duty, size, etc. (and hence in the anticipated cost).
- Supplier prices will be compared with the prices used in the project estimate to identify any significant differences.
- Quantities of bulk materials will be compared with the amounts included in the project estimate.

The Project Controls team will also perform comparisons to the control base that will include, but not be limited to, take-off quantities, unit prices, work hours, changes to equipment or specifications, and changes in project execution. Any deviations identified as a result of these comparisons will be processed through the deviation system.

(Refer to Scope Management procedure / Scope Management Plan).

In general no scope or design changes are to be actioned until approved in writing at the appropriate level.

Once a change or potential change has been identified, a decision will be taken by the Project Manager as to whether work in the area concerned is to be stopped, or continued on the previously agreed scope – until such time as the change is approved.

5.8.1. No additional requirements apply to ECC Clause 60 series.

5.9. **Provision of bonds and guarantees**

5.9.1. 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.

5.9.2. 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.

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

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

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

5.10.2. 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);

6. **Procurement**

6.1. **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

1. *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

6.2. The Contractor's Invoices

- 6.2.1. 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.
- 6.2.2. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.2.3. 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

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

6.2.5. Invoices submitted by post are addressed to:

Transnet SOC Ltd
P O Box 4599
Durban
4001

For the attention of *Project Manager*, Transnet Property

6.2.6. Invoices submitted by hand are presented to:

Transnet Property
1st Floor – Pipeline Building
202 Anton Lembede Street
Durban
4001

For the attention of *Project Manager*, Transnet Property

6.2.7. The invoice is presented as an original.

6.3. **People**

6.3.1. Minimum requirements of people employed on the Site

Any constraints relating to people employed to provide the Works; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

6.3.2. The *Contractor* complies with the following:

7.3.2.1 **CONTRACTOR LIABILITY**

- 1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 1.3. The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 1.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

2. **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- 2.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are

- or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
- 2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- 2.3.2. The Industrial Action Report must provide at least the following information:
- 2.3.2.1. Industrial incident report,
- 2.3.2.2. Attendance register,
- 2.3.2.3. Productivity / progress to schedule reports,
- 2.3.2.4. Operational contingency plan,
- 2.3.2.5. Site security report,
- 2.3.2.6. Industrial action intelligence gathered.
- 2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.
- 6.3.3. The *Contractor* performs the *works* having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.
- 6.3.4. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*
- 6.3.5. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
- The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 6.3.6. The PIRM specific tasks are:
- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- 6.3.7. The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the Project Manager.
- 6.3.8. The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

6.3.9. The SIRM specific tasks are:

- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP, B-BBEE and Preferencing scheme

Points will be awarded to tenderers based on Preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score Preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	10
Level 2	Greater than or equal to 85 points but less than 100 points	125%	9.26
Level 3	Greater than or equal to 75 points but less than 85 points	110%	8.15
Level 4	Greater than or equal to 65 points but less than 75 points	100%	7.41
Level 5	Greater than or equal to 55 points but less than 65 points	80%	5.95
Level 6	Greater than or equal to 45 points but less than 55 points	60%	4.44
Level 7	Greater than or equal to 40 points but less than 55 points	50%	3.70
Level 8	Greater than or equal to 30 points but less than 40 points	10%	.74
Level 9	Less than 30 points	0%	0.00

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference point's one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 4.44 points will be awarded 5.95 Preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by SANAS or IRBA Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also 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.

Tenderers with no accreditation will score zero points for Preferencing.

6.4. Subcontracting

6.4.1. Preferred *sub-Contractors*

ECC does not make use of nominated subcontracting, but the *Employer* may list which *sub-Contractors* or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where Plant and Materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

The *Contractor* shall not appoint or bring *sub-Contractors* onsite without the prior approval of the *Employer's Agent*, and all *sub-Contractors* will be requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the approved *sub-Contractors* list without prior approval of the *Employer's Agent*.

6.4.2. The *Contractor* uses one of the following specialists and suppliers as his *Sub-Contractors*:

There are no Transnet preferred *Sub-Contractors* (to include suppliers) at present.

6.4.3. *Subcontract* documentation, and assessment of *subcontract* tenders

The use of the NEC system is compulsory and how *subcontract* tenders are to be issued, received, assessed (using a joint report?) and awarded.

6.4.4. Where the aggregate value of a sub-contract (or any other contract) placed by the *Contractor* with a *Sub-Contractor* exceeds US\$10,000,000-00 (ten million dollars (US)) or its equivalent in another foreign currency, the *Contractor* shall procure that the *Sub-Contractor* follows the requirements of the National Industrial Participation Programme as described under paragraph 4.1 of the Works Information.

6.4.5. Where the *Contractor* employs a *Sub-Contractor* who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a *Sub-Contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such *Sub-Contractor* complies with the CEMP, SES and PES (described under paragraph 2.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the *Sub-Contractor* which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

6.4.6. Where the *Contractor* employs a *Sub-Contractor* who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a *Sub-Contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such *Sub-Contractor* complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the *Sub-Contractor* which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the **Works Information**.

6.4.7. The *Contractor* uses an NEC3 contract with respect to all elements of the works related to the demolition of buildings at the Old Line Camp, Vryheid East.

6.4.8. Limitations on *subcontracting*

The *Employer* requires that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract. Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a *Sub-Contractor* who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

6.4.9. Attendance on *Sub-Contractors*

At progress meetings.

6.4.10. None

6.5. **Plant and Materials**

6.5.1. Quality

6.5.2. 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*.

6.5.3. 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.

6.5.4. 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.

6.5.5. Plant & Materials provided "free issue" by the *Employer*

Not Applicable

6.5.6. The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

Not Applicable

6.5.7. 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* – Not Applicable

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

Not Applicable

6.5.9. The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the *Employer* – No free issue Materials or plant.

6.5.10. *Contractor's* procurement of Plant and Materials

Contractor plant and material procurement plan.

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

Please state requirements for (e.g.) manufacturer's certificates stating country of origin, tests carried out by manufacturer, requirements for labels, signage, component name plates, instruction sheets, shipping marks, software codes etc.

Please state how a shipment (especially for Plant and Materials from outside RSA) is to be unloaded at Site, opened and checked for damage in transit. Please state if a damage report signed and counter-signed by the Project Manager and *Contractor* to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the Project Manager and the *Employer*.

Where Plant and Materials are procured outside RSA, state import (e.g. port requirements) and any specific requirements other than legislative obligations in RSA. Please state any specific transport requirements to Site.

Please state requirements for direct (vendor) *Sub-Contractor* warranties / guarantees to Transnet (see Procurement Department for advice).

Please state requirements for vesting certificates (and include relevant pro forma) to ensure Transnet has good title prior to including Plant and Materials in assessments for Price of Work Done to Date (this is despite ECC Clauses 70.1 and 70.2).

Please include the above statements, where necessary, at paragraph 7.5.10 of C3.1 *Employer's Works Information*.

6.6. Tests and inspections before delivery

- 6.6.1. The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others.

6.7. Marking Plant and Materials outside the Working Areas

- 6.7.1. The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas.

6.8. Contractor's Equipment (including temporary works)

- 6.8.1. The *Contractor* provides the *Project Manager* with [category of Equipment (or similar) for the execution of the works:

Not Applicable

- 6.8.2. The Equipment category is subject to the following acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

6.9. Preparation of post Completion contracts

- 6.9.1. The *Contractor* provides the following assistance to the *Employer* post Completion:

Contractor is to provide details which the *Employer* requires to enter into further maintenance type contracts with (e.g.) key suppliers / specialists of the *Contractor* etc.

The *Contractor* does not get to prepare an NEC3 Term Service Contract on behalf of the *Employer* – this absolute obligation should rest with the *Employer*.

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

Make reference to Specification. This section of the Works Information will always be contract specific depending on the nature of the works. It is most likely to be required for design and construct contracts where the tendering *Contractor* will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be:

- a) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

It is recommended that C3.2 *Contractor's Works Information* should always be a separate file.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the affected properties. Any limitations or other authorities and in general with all matters that may influence that may affect the contract.

1. Description of the Site and its surroundings

1.1. General description

The Site is situated in Vryheid East. The contractor can only gain access to site via the entrance area that leads to the buildings on the Old Line Camp site in Vryheid East. All access shall be via this area.

