

NEC3 Term Service Contract (TSC)

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

**FOR THE: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN
THE SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND
WHEN REQUIRED FOR A PERIOD OF 2 YEARS**

RFQ NUMBER	: SAZ/6005/2021
ISSUE DATE	: 20 September 2021
COMPULSORY BRIEFING	: 28 September 2021
CLOSING DATE	: 07 October 2021
CLOSING TIME	: 10:00a.m
TENDER VALIDITY PERIOD	: 12 weeks from closing date

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: SAZ/6005/2021
DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN THE
SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF
2 YEARS

CONTRACT DOCUMENTS

Form of Offer & Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3rd Edition – available separately)

Prices

Service Information



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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	REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS
TENDER FEE AND BANKING DETAILS	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za FREE OF CHARGE. Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Tenderers that require a copy from TFR rather than downloading from the website. Tenderers are however encouraged to download the RFQ from the National Treasury e-Tender Portal instead. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance <u>with the contact person listed below</u> and may be collected during work hours. Payment is to be made as follows: Bank: Standard Bank Account Number: 203158598 Branch: Standard Bank Branch code: 004805 Account Name: Transnet Freight Rail Reference: SAZ/6005/2021 <u>NOTE:</u> 1. This amount is not refundable. Proof of payment made must be presented when collecting the RFQ document. 2. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFQ with all specifications, drawings and annexures.
INSPECT / COLLECT DOCUMENTS FROM	Transnet Freight Rail 6th Floor Transnet Park Building Robert Sobukwe Road Bellville South 7535 Contact Person(s): Iwan Theron OR Susan de Jongh OR Johanna Kotze Email address: Iwan.Theron@transnet.net/susan.dejongh@transnet.net/johanna.kotze@transnet.net



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 20/09/2021 until 27/09/2021. No documents will be issued between 12:30pm and 13:30pm. Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect a RFQ on behalf of a Tenderer, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFQ document.
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Ground Floor Salkor Building, Orex Road, Saldanha on the 28th of September 2021, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • 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 breathalyser testing. • 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. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00am on 07 October 2021 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.



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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VALIDITY PERIOD	Twelve weeks from Closing Date Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.
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2. COMMUNICATION

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officers(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

For specific queries relating to this RFQ (prior to the tender closing), the tender administrator can be contacted directly, while also informing the Secretary of the Acquisition Council of the communication.

Tender Administrator

Name: Nonceba Magazi-Qelile

email: nonceba.magazi-qelile@transnet.net

Telephone: 021 940 3827

And

Secretary of the Acquisition Council

Name: Susan de Jongh

email: susan.dejongh@transnet.net

Telephone: 021 940 3340

After the closing date of the RFQ, a Bidder may only communicate with the Rail Secretariat of the Transnet Freight Rail Acquisition Council, on any matter relating to its RFQ Proposal.

Name: Susan de Jongh

email: susan.dejongh@transnet.net

Telephone: 021 940 3340

3. MINIMUM B-BBEE LEVEL

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1. A bid that fails to meet this pre-qualification criteria will be regarded as an unacceptable bid.



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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4. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFQ No: SAZ/6005/2021

Description: **REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS**

Closing date and time: 07 October 2021 at 10:00 a.m.

Closing address: *[Refer to options in paragraph 5 below]*

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

5. DELIVERY INSTRUCTIONS FOR TENDER

5.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located on the Ground Floor, behind reception and must be addressed as follows:

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TRANSNET PARK BUILDING
ROBERT SOBUKWE ROAD
BELLVILLE
7535

Or Alternatively

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
SALKOR BUILDING
GROUND FLOOR
OREX ROAD
SALDANHA
7395



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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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 above.

5.2 Dispatch by courier

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

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
TRANSNET PARK BUILDING
ROBERT SOBUKWE ROAD
BELLVILLE
7535
Or Alternatively

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
SALKOR BUILDING
GROUND FLOOR
OREX ROAD
SALDANHA
7395

- 5.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.
- 5.4 No email or faxed tenders will be considered, unless otherwise stated herein.
- 5.5 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.
- 5.6 Submissions must not contain documents relating to any Tender other than that shown on the submission.



6. CONFIDENTIALITY

All information related to this RFQ 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.

7. 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:

- 7.1. Modify the tender services and request Tenderers to re-tender on any changes;
- 7.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;
- 7.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
- 7.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer;
- 7.5. Not necessarily accept the lowest priced tender or an alternative Tender;
- 7.6. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 7.7. Withdraw the tender on good cause shown;
- 7.8. Award business in connection with this tender at any time after the tender closing date;
- 7.9. Award business for only a portion of the proposed services which are reflected in the scope of this tender;
- 7.10. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;
- 7.11. 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;
- 7.12. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 7.13. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 7.14. 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;
- 7.15. Undertake post-tender negotiations with those persons/Tenderers appearing on the list of preferred Tenderers once such list is approved by relevant person(s) with delegated authority;



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

- 7.16. 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);
 - 7.17. 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.
 - 7.18. 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 RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 7.19. 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 T2.2-23 [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
8. 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.

9. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Details on CSD registration to be provided on the **SBD1 (TAX COMPLIANCE STATUS)**

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



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
Part C3: Scope of work	C3.1 Employer's Work Information



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Nonceba Magazi-Qelile
	Address:	1 st Floor Transnet Park Building, Robert Sobukwe Road, Bellville
	Tel No.	021 940 3827
	E – mail	Nonceba.magazi-qelile@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:

- T2.2-02 Compulsory clarification meeting: an authorised representative of the tendering entity
- A tenderer having a stipulated B-BBEE status level of contributor of 1 (proof attached)

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

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 **2 ME or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of **2 ME or higher** class of construction work; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2 ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
 4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

3. Stage Three - Functionality:

Phase 1: Technical Pre-qualification Criteria

- T2.2-02 Compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

4. Stage Four – Pre-qualification criteria:

- Proof of certification of artisan trained in air-conditioning discipline [red seal or equivalent]

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.
Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-02 Certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original**.

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

Location of tender box	TRANSNET FREIGHT RAIL Ground Floor Transnet Park Building, Robert Sobukwe Road, Bellville South, 7535
Physical address:	The tender documents must be submitted labelled with:
Identification details:	▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: SAZ/6005/2021 ▪ The Tender Description: Repairs, emergencies and installation to air-conditioners in Saldanha, Vredendal, IOL Section Loop 2 to Loop 12 areas as and when required for a period of 2 years

Documents must be marked for the attention of: The Secretariat, Transnet Freight Rail Acquisition Council



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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

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

Time: **10:00am** on 07 October 2021

Location: **Transnet Freight Rail**

Ground Floor Transnet Park Building

Robert Sobukwe Road

Bellville

7535 OR

Transnet Freight Rail

Ground Floor Salkor Building

Orex Road

Saldanha

7395

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.

C.3.11. Only tenders that meet the stipulated pre-qualifying criteria will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

and/or

Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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preferencing schedule and who are found to be eligible for the preference claimed.

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).



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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T2.1 List of Returnable Documents

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

Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017

- A tenderer having a stipulated minimum B-BBEE status level of contributor of 1.

T2.2-01 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

T2.2-02 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at compulsory tender clarification meeting

2.1.3 Returnable Schedules:

General:

- T2.2-03 Quality Management
- T2.2-04 Previous Experience
- T2.2-05 Authority to submit tender
- T2.2-06 Record of addenda to tender documents
- T2.2-07 Letter of Good Standing
- T2.2-08 Risk Elements
- T2.2-09 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-10 Project Organogram, Management & CV's
- T2.2-11 Health and Safety Questionnaire
- T2.2-12 Availability of Equipment

Agreement and Commitment by Tenderer:

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFQ Declaration Form
- T2.2-16 RFQ – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-20 Insurance provided by the Contractor

2.1.5 Transnet Vendor Registration Form:

T2.2-21 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Price List

2.5 C2.2 Price List



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2 ME** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

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



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS
IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR
A PERIOD OF 2 YEARS

Signed

Date

Name

Position

Tenderer

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Ground Floor Salkor Building, Orex Road, Saldanha	
On (date)	28 September 2021	Starting time: 10:00 a.m.

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-03: Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management stated in the Works Information and should include but not be limited to the following.

1. Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
2. Check list of procedures and method statements to be used during the contract.
3. A signed Quality Policy

Attached submissions to this schedule:

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-04: Previous Experience

Note to tenderers:

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

- Contactable references relevant to this RFQ with a completion certificate, written reference or in execution (company name, contact person, contact no. and value of work).

Index of documentation attached to this schedule:

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

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

Signed Date

Name Position

Tenderer

T2.2-05: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise
Mr/Ms _____, an authorised signatory of the company
_____, acting in the capacity of lead
partner, to sign all documents in connection with the tender offer for Contract _____
_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

T2.2-06: 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		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

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

Signed		Date	
--------	-------	------	-------

Name		Position	
------	-------	----------	-------

Tenderer	
----------	-------

T2.2-08: Risk Elements

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-09: 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 and submit their Affidavit / BBBEE certificates:

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	Percentage of
--------------------------------	--	--	---------	--	----------------	--	-----------	---------------



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS
IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR
A PERIOD OF 2 YEARS

							Worked	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
	☐	☐	☐	☐	☐	☐		☐

Signed

Date

Name

Position

Tenderer

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

T2.2-10: 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. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. **CV's and proof of qualifications** attached for the Project Team including Safety Officer and Quality Assurance Representative. The Individual CV's from the Project Team to indicate level of general experience and qualifications of key staff within the organization.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Engineering and Construction Short Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Index of documentation attached to this schedule:

.....

Signed

Date

Name

Position

Tenderer

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

T2.2-11: Health and 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"> <tr> <td>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
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician												
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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:												



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			

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		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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 firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

[illegible]

Tenderer

T2.2-13: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 4

DECLARATION OF INTEREST

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

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

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

¹“State” means –

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

SBD 4

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

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

2.2 Identity Number: _____

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

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution:

Any other particulars:

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

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.9.1 If so, furnish particulars.

SBD 4

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

YES/NO

2.10.1 If so, furnish particulars.

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

YES/NO

2.11.1 If so, furnish particulars:

SBD 4

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

SBD 4

4. DECLARATION

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

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

Signature

Date

Position

Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification 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 bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;

- (o) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(***Tick applicable box***)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business: _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF TENDERER(S) DATE: ADDRESS
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SBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

SBD 8

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Signature

Date

Position

Name of bidder

T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 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

T2.2-15: RFQ 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 T2.2-18 "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.

T2.2-16: REQUEST FOR QUOTATION – 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

T2.2-17: 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.



TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

-
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

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

T2.2-18 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

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.

T2.2-19 : 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.

TRANSNET FREIGHT RAIL
TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS
IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR
A PERIOD OF 2 YEARS

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

T2.2-20: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the TSC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <i>works</i> , Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-21 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 issued 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.

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

Does your company have a valid proof of B-BBEE status?	Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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 1st time.	YES ☐ NO ☐

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

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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 A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
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	

TRANSNET FREIGHT RAIL
TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN
SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A
PERIOD OF 2 YEARS

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 % = _____%

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

- 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

TRANSNET FREIGHT RAIL
TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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 naturalisationi- 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

TRANSNET FREIGHT RAIL

TENDER NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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.		



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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:

REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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

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

The offered total of the Prices exclusive of VAT is	Not applicable
Value Added Tax @ 15% is	Not applicable
The offered total of the Prices inclusive of VAT is	Not applicable
(in words) works to be done as per the rates	

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:



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet Freight Rail
Transnet Park Building, Robert Sobukwe Road
Bellville

Name &
signature of
witness

Date



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Transnet Freight Rail
Transnet Park Building, Robert Sobukwe
Road
Bellville



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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 price list
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X17: Low service damages
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Transnet Park Building Robert Sobukwe Road Bellville
	Tel No.	021 940 2653
10.1	The <i>Service Manager</i> is (name):	Wilbert Rogotta
	Address	Real Estate Management - Electrical, Caledon West Street, Bellville
	Tel	021 940 2653

TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

	e-mail	Wilbert.rogotta@transnet.net
11.2(2)	The Affected Property is	Various Sites
11.2(13)	The <i>service</i> is	Repairs, emergencies and installation to airconditioners in Saldanha, Vredendal, IOL section Loop 2 to Loop 12 as and when required for a period of 2 years
11.2(14)	The following matters will be included in the Risk Register	1. Buildings will be occupied
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
3	Time	
30.1	The <i>starting date</i> is.	To be advised
30.1	The <i>service period</i> is	2 (Two years)
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	

TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

80.1	These are additional <i>Employers</i> risks	None
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape town
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X17	Low service damages	
X17.1	The <i>service level table</i> is in	C3
Z	Additional conditions of contract	
Z1	Obligations in respect of Termination	
Z1.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)
Z1.2	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"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

TRANSNET FREIGHT RAIL
 CONTRACT NUMBER: SAZ/6005/2021
 DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN
 SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A
 PERIOD OF 2 YEARS

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

- Z2.1 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.

Z3 Additional clause relating to Collusion in the Construction Industry

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

Z4 Protection of Personal Information Act

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



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is _____ % The <i>subcontracted fee percentage</i> is _____ %	
11.2(14)	The following matters will be included in the Risk Register	T2.2-08
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	C3
21.1	The plan identified in the Contract Data is contained in:	2 (Two) Years
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

CV's (and further key person's data including CVs) are in T2.2-11

A	Priced contract with price list
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11.2(12)	The <i>price list</i> is in
----------	-----------------------------

C2

TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS
IN THE SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED
FOR A PERIOD OF 2 YEARS

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	2

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms 11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.

1.3.4 The *Contractor's* detailed Price List provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN THE SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

C2.2 Price List

Prices are for labour as set out in the Service information General conditions item 4, traveling shall be priced as per Item 6 and material shall be priced as per item 7. Transnet Freight Rail will not guarantee or bind itself to the amount of work that will be handed over to the Contractor to execute under this contract. The amount of work will be determined by the Operational requirements and or faults reported and deemed necessary to repair under this contract by the Transnet Freight Rail Service Provider.

1ST YEAR

Item no	Description	Unit	Rate
1	Normal working hours		
1.1	Labour rate per hour for Qualified Artisan	hr	
1.2	Labour rate per hour for 1 x labourer	hr	
2	After hours, weekends and public holidays		
2.1	Labour rate per hour for Qualified Artisan	hr	
2.2	Labour rate per hour for 1 x labourer	hr	
3	Handling cost of material and mark-up. Invoice of material purchased for work to be attached when claim from TFR is made. When bulk material is kept in store, Transnet to benefit for costs of partial material used for work	%	
4	Travelling	km	
5	Major service all included split air conditioner unit	each	
6	Major service on the VRV Plant SALKOR Building as per manufacturer Specifications	each	
7	Replace Inverter Compressor 12 000BTU midwall split Unit, All included.	each	
8	Major service on the SOC Building HVAC Plants x 3	each	
9	Installation cost for air conditioner supplied by TFR 12 000 BTU Inverter unit [HI WALL up to 5 m]	each	
10	Installation cost for air conditioner supplied by TFR 18 000 BTU Inverter unit [HI WALL up to 5 m]	Each	

TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN THE SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

Item no	Description	Unit	Rate
11	Installation cost for air conditioner supplied by TFR 24 000 BTU Inverter unit [HI WALL up to 5 m]	Each	

2ND YEAR

Item no	Description	Unit	Rate
1	Normal working hours		
1.1	Labour rate per hour for Qualified Artisan	hr	
1.2	Labour rate per hour for 1 x labourer	hr	
2	After hours, weekends and public holidays		
2.1	Labour rate per hour for Qualified Artisan	hr	
2.2	Labour rate per hour for 1 x labourer	hr	
3	Travelling	/km	
4	Major service all included split air conditioner unit	each	
5	Major service on the VRV Plant SALKOR Building as per manufacturer Specifications	each	
6	Replace Inverter Compressor 12 000BTU midwall split Unit, All included.	each	
7	Major service on the SOC Building HVAC Plants x 3	each	
8	Installation cost for air conditioner supplied by TFR 12 000 BTU Inverter unit [HI WALL up to 5 m]	each	
9	Installation cost for air conditioner supplied by TFR 18 000 BTU Inverter unit [HI WALL up to 5 m]	Each	
10	Installation cost for air conditioner supplied by TFR 24 000 BTU Inverter unit [HI WALL up to 5 m]	each	



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

Part 3 : Service Information

Document reference	Title	No of pages
C3.1	This cover page	1
	Service Information	20
	Health and Safety Specification TFR-ISM-RN-R&C-FM009	15
	Total number of pages	36



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

C3.1 Service Information

Contents

Part 3 : Service Information	1
C3.1 Service Information	2
1. Description of the Works	3
1.1 Executive Overview	3
1.2 <i>Employer's</i> Objectives	3
1.3 Interpretation and terminology	3
2. Management and Start Up	4
2.1 Management Meetings	4
2.2 Documentation Control.....	4
2.3 Safety Risk Management	4
2.4 Environmental Constraints and Management	6
2.5 Quality Management System	7
2.6 <i>Contractor's</i> Management, Supervision and Key People	7
2.7 Insurance Provided by the <i>Employer</i>	8
2.8 Contract Change Management	8
3. Engineering and the <i>Contractor's</i> Design	9
3.1 Employer's Design.....	9
3.2 Equipment required to be included in the <i>works</i>	9
4. Procurement	9
4.1 The <i>Contractor's</i> Invoices	9
4.2 People.....	10
4.3 Subcontracting.....	11
4.4 Plant and Materials	11
4.5 Marking Plant and Materials outside the Working Areas	11
5. Construction	12
5.1 Temporary <i>works</i> , Site Services & Construction Constraints	12
5.2 Completion, Testing, Commissioning and Correction of Defects.....	15
6. Plant and Materials Standards and Workmanship	17
6.1 Maintenance and Breakdowns.....	17
6.2 Description of maintenance / service to be carried out	18
6.3 Supporting Specifications.....	19
6.4 Procedure and approval for work	19
6.5 Damage to building and injury to persons.....	20
6.6 Quality of material	20
6.7 Information to be obtained from site.....	20
6.8 Technical requirements	20
6.9 Penalties for delays	21
6.10 Guarantee of the quality of the works	21



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

1. Description of the Works

1.1 Executive Overview

The Works to be carried out by the Contractor shall include, the as and when Air conditioning maintenance, service, repairs and breakdowns of installations and associated equipment serving the various buildings / assets at SALDANHA , VREDENDAL AND LOOP 2,4,6,8,10,12 AREAS and other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.in services as per Price List.

1.2 Employer's Objectives

It is the objective of the Employer to achieve completion of the above works on an as and when required basis over a period of 36 (Thirty Six) months whilst maintaining the highest quality and safety standards, without interfering with the day to day operations on the various sites.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
EO	Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

2. Management and Start Up

2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Service Managers* request.

2.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor* for each Task Order 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.

2.3 Safety Risk Management

2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (e) The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

- (g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Service Manager*:
- documentary proof of his procedural compliance with the Act, and
 - Particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
 - The *Contractor's* Health and Safety Program will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.
- (i) When working at heights:
- Medical certificate of staff
 - Aerial platform to be certified
 - Staff operating Aerial platform to be in possession of Operators certificate
 - If scaffold is used, it must have a safety Certificate and certificate for assembly
 - Working on heights certification

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Service Manager*. This will be at a time and location Transnet will arrange.

2.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Service Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives as well as the Depot Safety Manager, and be accepted by the *Service Manager*, before any construction work can commence.

2.3.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Capital Projects enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

2.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Service Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

No work on site, especially off-loading of material may commence before approval by the *Service Manager*

2.3.4.1 The *Contractor* shall ensure that all his staff are equipped with the necessary safety gear i.e. safety shoes, reflecting bibs, hard hats, etc.

2.3.4.2 The *Contractor* to fully comply with the SANS and the construction regulations. A SHE specification for the works will be issued at tender phase.

- NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

2.4 Environmental Constraints and Management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no. 107 of 1998) and accepted environmental good practices. The following documents, included in the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Environmental Specification TFR/EMS (SES) - 001

The *Contractor* shall perform the works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily.

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All non-hazardous and hazardous materials shall be covered when stored on site and removed from site and transported by dedicated transport companies approved to transport such materials. The *Contractor* shall supply the name and credentials of the company selected for approval by the *Service Manager*. The *Contractor* shall furnish the *Service Manager* with receipts and official disposal certificates from the dumpsite

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Service Manager* Waste Management Objective.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

USE OF CEMENT & CONCRETE:

Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The contractor shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

NOISE POLLUTION:

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

Dust Control

Dust has been identified as having a serious environmental impact. The *Contractor* is required to prevent the creation of dust.

The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

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 National Water Act, 36/1998

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.

2.5 Quality Management System

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings,

Transnet Freight Rail RME will have the right to inspect the work at any time during the progress of the contract.

2.6 Contractor's Management, Supervision and Key People

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

2.7 Insurance Provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Service Manager*.

2.8 Contract Change Management

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

No additional requirements apply to TSC3 Clause 60 series.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

3. Engineering and the *Contractor's* Design

3.1 Employer's Design

3.1.1 The *Employer's* design for the works is:

- Works Information
- Technical specifications

3.2 Equipment required to be included in the *works*

None

4. Procurement

4.1 The *Contractor's* Invoices

4.1.1 When the *Service Manager* certifies payment (see TSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

4.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number SAZ/6005/2021

4.1.4 The invoice contains supporting detail.

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

4.1.6 Invoices submitted by post are addressed to:
Transnet Freight Rail
P.O. Box 2986
Bellville
7535

For the attention of Wilbert Rogotta Transnet Freight Rail



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

4.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail
 Transnet Park Building
 1st Floor
 Robert Sobukwe Road
 Bellville

For the attention of Wilbert Rogotta, Transnet Freight Rail

4.1.8 The invoice and statement are presented as originals. The originals must be in receipt by the *Service Manager* on or before the last working day of the month.

4.2 People

4.2.1 BBBEE and referencing scheme

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

4.3 Subcontracting

4.3.1 Preferred Subcontractors

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

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

4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subcontractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the *Service Manager*.

4.4 Plant and Materials

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1, 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 *Service Manager*.

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 *Service Manager* and the *Supervisor* on each occasion where replacement is required.

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

4.5 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the *Contractors* Logo.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

5. Construction

5.1 Temporary *works*, Site Services & Construction Constraints

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

The various sites are located within the VREDENDAL AREA AND LOOP 2, 4,6,8,10,12.

Special care is to be taken upon entering Transnet property because of the operational movement of trains, cranes, vehicles and staff. Before work can commence, the Service Manager W Rogotta [083 452 6778] is to be contacted so that arrangements can be made for access to the site. This is for the safety of the workers.

The Contractor shall ensure the safe passage of traffic to and around the various sites at all times. This shall entail the provision of protective barriers, signs, etc. for protection, direction and control of traffic.

The Contractor should comply with the requirements of constraints imposed to accommodate traffic with due considerations to implications for safety.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Service Manager*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
 - ♦ *Telephone number*
 - ♦ *Fax number*
 - ♦ *E-mail address*

5.1.2 Restrictions to Access on Site, hours of work, conduct and records

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Service Manager* prior to commencement of the proposed working hours.

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

Contractor's staff shall be confined to the construction sites and defined access routes and shall not be allowed to walk in other areas. Staff found disobeying this instruction will be subject to disciplinary action.

All employees will not be transported in the load box of any LDV unless proven that vehicle has been certified safe from local transport department



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

5.1.3 Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

5.1.4 Materials from Demolition, excavations and found on site

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

No material that is lying on the site (other than that as specified in the Task Order) or any of Transnet's properties may be removed or used (even if deemed as scrap) by the *Contractor*.

5.1.5 Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Service Manager*.

5.1.6 Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

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 *Service Manager*.

5.1.7 *Contractor's* Equipment

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

The *Contractor* shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the *Service* as required and shall be made available for Transnet on the invoice when submitting a claim

5.1.8 Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

5.1.9 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

5.1.10 Facilities Provided by the *Employer*

Suitable construction sites will be made available free of charge to the *Contractor* at the various sites.

The construction site shall be clearly sign posted as being a construction camp and be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established on site and this has been accepted by the *Service Manager* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Service Manager* for his acceptance before the *Contractor* starts erecting his camp.

5.1.11 Facilities Provided by the *Contractor*

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/ or Sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may without written approval from the *Service Manager*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Service Manager*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Service Manager*.

5.1.12 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Service Manager* will inspect the immediate surroundings and record any damage before work is started.

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

The *Contractor* is required to liaise with the *Service Manager* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

In addition to the above, the *Contractor* shall consult the *Service Manager* prior to undertaking any excavation work. The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the *Service Manager* to avoid damage or disruption to existing services.

The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.

All existing services shall at all times be protected and/or barricaded where these maybe affected by the *Works* or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by the relevant authority or the *Contractor* under day works rates were instructed by the *Service Manager* in writing. Should known services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

The *Contractor*, shall before commencement of any work, ascertain from the *Service Manager* whether any live overhead or underground electrical cables are affected by the *Works* and shall ensure that all precautionary measures required by the *Employers Representative* are strictly observed.

5.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hours' notice to the *Supervisor* before covering any work

5.1.15 Restoring of work site

The *Contractor* shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by the works as stipulated in each individual Task Order only, throughout the duration of the contract. Upon completion of each Task Order the *Contractor* shall clear away and remove all rubbish, unused material, plant and debris caused by the works executed and leaves the site and the whole of the works clean and tidy to the satisfaction of the *Service Manager*.

5.2 Completion, Testing, Commissioning and Correction of Defects

5.2.1 The Work to be done by the Completion Date

On or before the Completion Date of each Task Order the *Contractor* shall have done everything required to provide the *Works*'. The *Service Manager* cannot certify Completion until all the work has been done and is also free of Defects.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

5.2.2 Materials facilities and samples for tests and inspections

The *Supervisor* shall inspect the soil conditions at founding level and either accept the conditions or instruct the *Contractor* how to proceed. The *Contractor* shall give notice to the *Supervisor* of the required inspection not less than 24 hours before the inspection is required.

The *Contractor* provides the cube moulds, labour for making the test cubes and transport to an accepted laboratory for testing.

5.2.3 Access Given by the *Employer* for Correction of Defects

The *Service Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

6. Plant and Materials Standards and Workmanship

6.1 Maintenance and Breakdowns

In the event of maintenance work being required a Task Order form will be emailed to the *Contractor*. The Contractor shall do a physical inspection of the identified area / location. A quote shall be generated and submitted with the Task Order to the Service Manager for approval. After acceptance of the submitted Task Order and quote the works may proceed according to the instructions given on the Task Order and in the time period allowed. All Safety issues will be adhered to as per each individual Task Order. Inspections will be held and a Notice of 24hrs [or as per arrangement] will be issued prior to any inspections.

The original signed Task Order must be submitted to the *Service Manager* together with an account of all the costs set out in an appropriate manner with any necessary copies of invoices from suppliers. Once the information has been checked and audited by the *Service Manager* the *Contractor* may submit his invoice for payment.

In the event of after hour emergency work, the *Service Manager* may phone the request through to the emergency number and instruct the *Contractor* to commence work. The paperwork will follow at the start of business the next working day.

The *Contractor* will not commence any work unless he has received a Task Order, unless, it is an emergency procedure.

Note the following:

- Complete fault list and submit with Task Order / Quotation.
- Quotations from supplier's (material) required and submit with quotation/Task Order. If *Contractor* purchases material on bulk, he adds a % mark-up on material as per Price List. Invoices to be presented for proof.
- Hours worked and distances travelled indicated on the Task Order / Quotation by the Contractor will be negotiable between the *Service Manager* and the *Contractor*.
- **The travelling costs to be calculated from main centre:**
- **SALDANA AREA - FROM SALKOR BUILDING**
- **VREDENDAL AREA - FROM STATION**
- **IOL SOUTH - FROM VREDENDAL STATION**



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

In other words, to calculate travelling for any work in Saldanha travelling calculated from the Salkor Building

- Special care is to be taken upon entering Transnet property. Before work can commence, the *Service Manager* is to be contacted so that arrangements can be made for access to the site.
- Personal Protective Equipment (PPE) applicable to the work must be worn at all times. Induction will be held with successful Contractor and will take approximately thirty (30) minutes.
- The *Contractor* will be responsible for his own measurements.
- The contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.
- If the *Service Manager* is not satisfied with workmanship or quality of work, the *Contractor* must rectify at own cost.
- No food, meals, accommodation will be paid by TFR. The cost for this to be included in work/services as per Price List.

6.2 Description of maintenance / service to be carried out

- Isolate the supply to the air conditioner unit; make sure there are no open live or possible live wires. Open/Close the isolator, check tightness of connections.
- In the case of a window unit, withdraw.
- Check air filter for cuts and damages.
- Clean the air filter. To be replaced when dry [quote separate in Price schedule]
- Clean condenser coil with approved coil cleaner. Report on condition of coils.
- Clean evaporator coil with approved coil cleaner. Report on condition of coils.
- Clean indoor unit
- Visually check fans for alignment, corrosion, chips, dents and that they are secured to the shaft.
- Check fan motor/s to ensure they are running freely and that the bearings show no sign of wear, oil where necessary.
- Check the compressor for unusual noise and that the mounting bushes are in a good state. Take preventative action if required. [quote separate in Price schedule]
- Check thermostats, switches, contactors and the wiring thereof to ensure that all the connections tight and clean.
- Check the refrigerant system for leaks and top up with the correct refrigerant if necessary.
- Only check operating pressures if temperature difference across indoor coil is below specifications.
- This prevents unnecessary loss of refrigerant to the environment. Record temperature difference.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

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- (DT) Check operation of 4-way valve. Check condition of lagging and cover all exposed pipes as per Price schedule.
 - Check the operation currents and evaluate with nameplate data.
 - For split units check and tighten flair nuts where necessary.
 - Check condensate drip trays.
 - Check the draining system and make sure drain pipe is open to take drained water away.
 - Rust- proof outdoor unit. [Tectol or other]
 - Reconnect to the supply and test.
 - Outdoor unit to be well secured with raw bolts, washers or and approved
 - Replace covers and make neat.
 - Checked operation of remote controllers. Replace all batteries with Duracell type [quote separate in Price schedule] Old batteries to be returned to Depot.

6.3 Supporting Specifications

- 6.3.1 In so far as they can be applied, and where they are not inconsistent with the terms of Specification, the latest amendment of the relevant parts of SANS 10142 (1) and identification of and repairs to underground cables are regarded as being embodied in the specification.

6.4 Procedure and approval for work

In the event of maintenance work being required a Task Order form will be emailed to the *Contractor*. The Contractor shall do a physical inspection of the identified area / location. A quote shall be generated and submitted with the Task Order to the Service Manager for approval. After acceptance of the submitted Task Order and quote the works may proceed according to the instructions given on the Task Order and in the time period allowed. All Safety issues will be adhered to as per each individual Task Order. Inspections will be held and a Notice of 24hrs will be issued prior to any inspections.

The original signed Task Order must be submitted to the *Service Manager* together with an account of all the costs set out in an appropriate manner with any necessary copies of invoices from suppliers. Once the information has been checked and audited by the *Service Manager* the *Contractor* may submit his invoice for payment.

In the event of after hour emergency work, the *Service Manager* may phone the request through to the emergency number and instruct the *Contractor* to commence work. The paperwork will follow at the start of business the next working day.

The *Contractor* will not commence any work unless he has received a Task Order, unless, it is an emergency procedure.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

6.5 Damage to building and injury to persons

The *Contractor* shall, during the execution of this contract, suitably protect the working area and shall indemnify the Owner in respect of all claims arising out of injury or death of any persons lawfully on the premises, whose injury or death is caused by the execution of this Contract.

6.6 Quality of material

All materials supplied or utilized for this contract works shall be new and unused. Only materials of first-class quality shall be utilised and all materials shall be subject to approval by Transnet Freight Rail.

All materials shall comply with the relevant specifications.

All materials shall be unconditionally guaranteed for a period of 12 months from the date of installation. Where supplier's guarantees are of a shorter duration than 12 months, the *Contractor* shall unreservedly agree to the extension and cession of all warranties and guarantees to Transnet Freight Rail.

The *Contractor*, at no cost to Transnet Freight Rail, shall replace any materials repaired/replaced by the *Contractor*, which are found to be defective during the next 12 months following installation or repair.

6.7 Information to be obtained from site

Prospective *Contractor's* shall visit the site of the proposed *Works* and acquaint themselves with the nature of the *Works*, the conditions under which the work is to be performed, the means of access, any limitations or other authorities and in general with all matters that influence or affect the completion of each and every Task Order issued.

Contractor's shall be deemed to have allowed in their pricing of each Task Order for any additional cost to be involved, as no claims for any extras in connection with the position or nature of the work will be entertained.

6.8 Technical requirements

For each Task Order the work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Service Manager*.

The *Contractor* and his Sub-Contractor's, if any shall have suitably qualified supervisors in charge of the project. The names and qualifications of the supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed Sub-Contractor's, which is subject to approval.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and approved by the *Service Manager* without the prior written approval of the *Service Manager*, which approval will not unreasonably be withheld by the *Service Manager*.



TRANSNET FREIGHT RAIL

CONTRACT NUMBER: SAZ/6005/2021

DESCRIPTION OF THE WORKS: REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS

6.9 Penalties for delays

On receipt of a Task Order the *Contractor* must confer with the *Service Manager* who will advise him of the construction period which will be allowed, this will include a start and finish date. This period will be confirmed by the *Service Manager* in writing and any delay to the completion period will result in penalties to the value of R 500.00 per day being applied.

6.10 Guarantee of the quality of the works

Guarantee the quality of his workmanship for a period of twelve (12) months. In the event that the *Service Manager* in his sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the *Contractor*, the *Service Manager* shall forthwith notify the *Contractor* thereof. The *Contractor* shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION



PROJECT NAME	REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS		
PROJECT NUMBER	SAZ/6005/2021		
PROJECT LOCATION	SALDANHA TO IOL LOOP 12		
PROJECT SCOPE	REPAIRS, EMERGENCIES AND INSTALLATION TO AIRCONDITIONERS IN SALDANHA, VREDENDAL, IOL SECTION LOOP 2 TO LOOP 12 AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 2 YEARS		
PROJECT DURATION	2 (TWO) YEARS		
COMPILED BY			
APPROVED BY			
RESPONSIBLE SEGMENT			
CONTRACT SPECIALIST	NONCEBA MAGAZI-QELILE		

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

CONTENTS

1. Purpose
2. Scope
3. Abbreviations
4. Definitions
5. Policies
6. HSE Budget
7. Health, Safety and Environmental Plan
8. Legal and Other Appointments
9. Project Organogram
10. Training and Competency Certificates
11. Letter of Good Standing and Tax Clearance
12. Notification of Construction Work to Dept. of Labour
13. Client Health, Safety and Environmental Specification
14. Mandatory Agreement (37.2)
15. Site Access Certificate
16. Site Establishment
17. Proof Medical Certificate of Fitness
18. Minutes of the Health, Safety and Environmental Meeting
19. Risk Management
20. Incident Management
21. Project Health, Safety and Environmental Inspection Records
22. First Aid Services
23. Project Health, Safety and Environmental Audits
24. Contingency/Emergency Plan, Procedure and Contact Numbers
25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance
26. Registers
27. Checklists
28. Substance Abuse Management
29. Training Matrix
30. Material Safety Data Sheets(MSDS)

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

- 31. Health, Safety and Environmental Stats
- 32. Copy of the OHSACT Act (85 of 1993) with Regulations and Other Statutory Legislations
- 33. Welfare Facilities
- 34. Hygiene
- 35. Health, Safety and Environmental File Contents
- 36. Environmental Plan
- 37. Waste Management
- 38. Handling of Waste on Site
- 39. Other Records
- 40. Additional requirements

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

1. Purpose

The purposes of this Health, Safety and Environmental Specification is to outline the Health, Safety and Environmental requirements pertaining to Rehabilitation and Construction projects. Also to ensure:

- Compliance with the requirements of Construction Regulations and HSE Legislation as well as Transnet Freight Rail.
- HSE requirements are budgeted for.
- Continuous improvement of HSE.

2. Scope

This specification applies to all Rehabilitation and Construction contractors and vendors.

3. Abbreviations

HSEP – Health, Safety and Environmental Plan

RC – Rehabilitation and Construction

RN – Rail Network

SOP – Standard Operating Procedure

TFR – Transnet Freight Rail

COID – Compensation for Occupational Injuries and Diseases

EMP – Environmental Management Plan

DOL – Department of Labour

HCS – Hazardous Chemical Substances

MSDS – Material Safety Data Sheet

OHS – Occupational Health and Safety

PPE – Personal Protective Equipment

HSE – Health, Safety and Environment

KZN – KwaZulu Natal

4. Definitions

Contractors, vendors and any other person is advised to consult the Construction Regulations, OHS Act, Act 85 of 1993 and Environmental Management Act regarding the clarification of certain words used in this specification.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

5. Policies

The contractor shall develop and implement health, safety and environmental policies regarding protection of the employees and environment.

6. HSE Budget

The contractor shall make provision for the cost of HSE measures in order to ensure safe execution of construction work.

7. Health, Safety and Environmental Plan (HSEP)

The Contractor shall develop and implement a health, safety and environmental plan in accordance with this health, safety and environmental specification. The health, safety and environmental plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilization and site set-up activities. The HSEP must be in writing and project specific.

The HSEP shall be accepted by the Regional RC safety department i.e. Gauteng, KZN and Cape prior to mobilization to the construction site.

Any proposed amendments or revisions to the approved HSEP shall be submitted to RC for consideration and acceptance.

8. Legal and Other Appointments

The contractor shall appoint in writing all employees as per project requirements. The duties of appointed employees shall be clearly stated in the appointment letter.

9. Project Organogram

The appointed contractor shall draw up an organogram detailing all the key role players and their contact details for the construction project.

10. Training and Competency

The Contractor shall ensure that all employees working in the construction site are adequately trained and competent in the type of work to be performed. The contractor shall provide valid documentation (e.g. certificate, licence etc.) to verify that employees are competent and have appropriate qualifications, job skills and training as required by applicable legislation.

Proof of the following minimum health and safety training is required before construction work commences:

- Management and Supervisory Appointees

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

- IRCON
- Legal Liability
- HIRA (Hazard Identification and Risk Assessment)
- Incident Investigation
- Safety Officer
 - SAMTRAC
 - Incident Investigation/Root Cause Analysis Technique
 - IRCON
 - HIRA
 - National Diploma in Safety Management or other relevant national diploma (if possible)
- SHE Representative
 - SHE representative course 3/5 days
 - Level 1 incident Investigation
- First Aider
 - First Aid Level 1
- Employees
 - Basic health and safety training

The contractor's employees shall, were required by legislation be in position of relevant certificates or permits where operation being performed requires such certification, for example welder, crane operator, erectors, flagmen etc. The contractor shall develop a training matrix and implement it accordingly.

8.1 Induction Training

- **Project Induction**

The contractor shall ensure that all employees undergo RC induction prior to commencement of construction work. This RC induction training shall be conducted by Line Representative to ensure that contractor's employees are aware of and conversant with the requirements of this HSE Specification, Site Rules, Environmental Requirements and other requirements. The contractor shall ensure that all employees present a certificate of fitness to the trainer or safety officer prior to induction training. Failure to present a certificate of fitness will result to an employee not being allowed to partake in the induction training. The contractor shall keep records of all inducted employees.

- **Site specific induction**

The contractor shall ensure that all employees undergo site specific induction focusing on applicable legislative rules, site rules and requirements, existing hazards/risks and SOP's including emergency procedures etc. This induction training is the responsibility of the

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

contractor. Whenever there is change in a scope of work or major incident or new method of doing work, employees must be re-inducted.

- **Visitors induction**

The contractor shall ensure visitors undergo site induction training prior to being allowed access to construction site. The contractor shall make proof of induction training available in the form of attendance register and/or induction badge.

- **Refresher induction**

The contractor shall ensure that all employees undergo refresher induction training after an absence of seven (7) consecutive days from the project site.

11. Letter of Good Standing & Tax Clearance

Prior to commencement of Construction work, a contractor shall submit valid Letter of Good Standing issued by the Compensation Fund or any other licensed insurer. On expiry of the said letter, the contractor shall resubmit the updated/ valid one for the duration of the construction project. No construction work shall be done without a valid letter of good standing.

A copy of valid Tax Certificate shall be submitted together with the Letter of Good Standing.

12. Notification of Construction Work to Dept. of Labour

A contractor shall notify the Provincial Director of the Department of Labour in writing before carrying out any construction work within 7 days. The contractor shall ensure that a copy of notification is kept safe on site for inspection by Department of Labour inspector or TFR representative.

13. Client Health, Safety and Environmental Specification

A principal contractor or contractor shall provide Client's HSE Specification to other contractors working for the principal contractor or contractor. The HSE Specification shall be kept in the contractor's safety file for reference. Before a contractor can appoint another contractor, the appointing contractor shall furnish R&C Regional Safety Office with the HSE File of the contractor to be appointed for approval.

14. Mandatory Agreement (37.2)

R & C Project Manager and the appointed Contractor Representative shall sign the 37(2) agreement prior to commencement of construction work. The agreement will confirm that the appointed person of any company shall remain responsible and accountable for his own employees, including any labour hire employees.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

15. Site Access Certificate

R & C Project Manager shall issue site access certificate prior to commencement of construction work to all appointed contractors after the approval of the HSE File.

16. Site Establishment

Site establishment shall commence as soon as the Site Access certificate has been granted. In addition, the appointed contractor shall develop a traffic plan for the site to ensure the safe movement of pedestrians, vehicles and all construction mobile plant.

This traffic plan shall be reviewed when necessary. Contractors shall ensure that established sites are adequately secured to protect material, plant, equipment and people.

17. Medical Certificate Of Fitness

Prior to commencement of work, the contractor shall demonstrate or confirm in writing that his/her employees have been declared medically fit by the Registered Occupational Health Practitioner. A contractor shall conduct periodic risk based medical examinations as prescribed by the Occupational Health and Safety (OHS) Legislation. For projects longer than 12 months, the contractor shall ensure that employees undergo medical examinations at least once a year. Records of such must be kept in safe place and made available on request.

18. Health, Safety and Environmental Meeting

The Contractor shall conduct monthly project safety meetings with his employees to address HSE related issues and promote safe practices. Records of such meetings including the attendance registers shall be made available to employees and for inspections or audits purposes.

19. Risk Management

19.1 Hazard Identification and Risk Assessment (HIRA)

The contractor shall conduct an initial Hazard Identification and Risk Assessment prior to commencement of construction work. Thereafter the contractor shall review the HIRA when there is an incident/accident and/or changes in the scope of work, plant, machinery, equipment, etc.

The contractor shall implement identified control measures to ensure that the risk(s) is/are kept as low as reasonably practicable. A contractor shall appoint a competent risk assessor to facilitate the HIRA process. This HIRA shall be signed and approved by contractor's management.

The approved HIRA shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

19.2 Safe Work Procedures (SWPs) and Other Procedures

The contractor shall develop and implement safe work and other procedures, to ensure that the construction activities are carried out in a safe manner and without risk to the health and safety of employees and the environment. These procedures shall be signed and approved by the contractor's management.

The approved procedures shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.3 Planned Task Observations (PTOs)

The contractor shall identify critical tasks/activities and develop a schedule for task observations. The Contractor shall then conduct PTOs as per the task schedule. When sub-standard practices are identified they shall be discussed with the employee concerned and rectified immediately.

The PTOs shall be conducted by the following persons:

- Manager at least once a month
- Supervisor at least four a month, and
- Other

The records shall be kept on site for inspections and audits purposes.

19.4 Method Statements

The contractor shall compile method statements detailing the key activities to be performed in order to reduce as reasonable practicable the hazards identified in their risk assessment.

The method statement shall be signed and approved by the contractor's management.

The approved method statement shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.5 Daily Safety Task Instructions (DSTI)

R & C shall provide contractors with the DSTI template for implementation.

The contractor shall conduct DSTI on a daily basis before work commences and/or when the scope of work changes.

The contractor shall complete the DSTI regarding tasks for the shift, specific hazards and specific precautions and also refer to and discuss the precautions and controls of the relevant Risk Assessments with his/her team. The Supervisor and his team shall then sign the DSTI acknowledging communication thereof.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

19.6 Daily Safety Toolbox Talks

The contractor shall conduct a toolbox talk daily. One topic shall be discussed per week based on the risks associated with the construction projects or on the requirements of Transnet. The contractor shall develop a one page toolbox talk that will be discussed on construction site.

The records of communication shall be kept on site for inspections and audits purposes. It should be short (5 – 10 minutes) and to the point with a specific safety message.

20. Incident Management

20.1 Incident Reporting

The contractor shall report any work related incidents including “near misses” that have occurred on a construction site. The incident shall be reported immediately to R&C Management including HSE Department using the following mechanisms:

- verbally
- telephonically or
- via sms

Thereafter, the contractor shall submit a detailed incident notification to R&C Representative who will in turn complete a flash report within 24 hours of the occurrence.

20.2 Incident Investigation

The contractor shall investigate an incident in conjunction with R&C Representative(s) within seven (7) days of the occurrence. A detailed investigation report shall be submitted to R&C Representatives with seven (7) days of the occurrence.

20.3 Incident Record Keeping

The contractor shall keep all incident records as stipulated in the OHS and Environmental Legislation.

20.4 Incident Close Out

The contractor shall ensure that incident recommendations are implemented and closed out. The proof of incident close out shall be submitted to R&C Representative for capturing.

21. Project Health, Safety and Environmental (HSE) Inspection Records

The contractor shall conduct monthly HSE inspections to ensure compliance with R & C requirements and records of such inspections shall be kept on site for scrutiny by either R & C HSE department or Department Of Labour Inspectors.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

22. First Aid Services

The Contractor shall ensure that he/she implements and complies with OH&S Act - General Safety Regulation 3. The Contractor shall provide a person qualified to give First Aid attention on the Site at all times. The competency certificate must be valid for three (3) years and provided by an accredited service provider. The Contractor shall provide and maintain First Aid equipment on site. The equipment is up to standard as prescribed by the Statutory Regulations.

- **First Aid Boxes**

The contractor shall provide first boxes/kits with contents as per minimum legal requirements. Boxes shall be provided in all working areas and kept locked. Records of such are to be kept in an appropriate register of all treatment done.

- **Smoking**

The contractor shall not permit smoking on site except within designated smoking areas selected in accordance with applicable Laws, Rules, Regulations, and Policies.

- **Sun Protection**

The contractor shall ensure that all employees are protected in sunlight by the use of long sleeve shirts, long trousers, sun brims on safety helmets, UV factored sunscreen and shade structures.

The contractor shall conduct Training and Awareness Sessions with his/her employees, advising on the risks of working in the heat and dehydration and the precautions to be taken including an acceptable fluid intake depending on conditions. The contractor shall ensure that adequate water is made available to his/her employees.

23. Project Health, Safety and Environmental Audits

The HSE Department will conduct internal HSE audits to ensure compliance with R & C requirements. The audit schedule will be determined by the HSE department and will be communicated to the contractor. Contractor's line management shall form part of the HSE audits conducted by R & C HSE department. Findings of the audit will be communicated to the contractor after the audit has taken place on site. Thereafter a detailed report will be forwarded to the contractor within seven (7) days of post audit.

24. Contingency/Emergency Plan, Procedure & Contact Numbers

The contractor shall prepare an emergency procedure which will address any emergency situation that is likely to occur on a project site. The procedure must, in particular, emphasise the importance of the contractor's role in communicating the procedure to all of their site personnel and clearly define the steps and actions the person reporting the emergency is responsible for.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

The Emergency Preparedness Plan deals with the emergency situation as fast and efficiently as possible, to minimise loss of life, the protection of property and the maintenance of services necessary for the wellbeing of employees. The plan shall include valid local emergency contact numbers and must be easily accessible.

25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance Records

The contractor shall ensure that all the construction vehicles and mobile plants are of an acceptable design and construction, maintained in a good working order, are on daily basis inspected prior to use, by competent person who has been appointed in writing and the findings of such are recorded in the register. Before the contractor's plant and machinery could be allowed on site, the R & C representative will conduct inspection on them and when compliant they will be given access to R & C sites.

26. Registers

The contractor shall ensure that the registers for example tool, plant, machinery, etc. are kept up to date on site for inspection and audit purposes.

27. Checklists

The contractor shall cause that monthly inspections are conducted and that all relevant checklists are used. These should be kept on site for inspection and audit purposes.

28. Substance Abuse Management

The contractor shall develop and implement substance abuse management policy. The policy shall include the frequency of testing and steps to address issues relating to substance abuse and work wellness. The testing of substance shall be conducted by competent person. The results of such tests shall be kept safe and made available during inspection and audits.

29. Material Safety Data Sheets(MSDS)

The contractor whom the scope of work requires him/her to make use of any chemicals, shall be in a possession of a relevant MSDS/s. The MSDS/s shall then be communicated to the employees and be kept on site as a record.

30. Health, Safety and Environmental Statistics

The contractor shall complete and submit consolidated HSE stats to R & C representative on the last day of every month.

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

31. Copy of the OHSACT Act (85 of 1993) & Other Statutory Legislations

The contractor shall keep a copy of the Occupational Health and Safety Act 85 of 1993 with the regulations and any other statutory legislation on site at all times.

32. Welfare Facilities

The Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- At least one sanitary facility (Toilets) for each sex and for every 30 workers, changing facilities for each sex; and sheltered eating areas.

33. Hygiene

The Contractor shall ensure that its personnel maintain high standards of hygiene in connection with the performance of work. All work areas shall be maintained in a clean and tidy state and must promptly and appropriately dispose of all waste material.

34. Contractor Health, Safety & Environmental File Contents

The contractor shall prepare an HSE file and submit it to R & C representative for approval and the files shall contain but not limited to the following documentations:

- Notification of Construction
- Valid Letter of Good standing with the Compensation Commissioner
- Tax Clearance Certificate
- Policies
- All legal appointment letters
- List of Contractor's Employee,
- Site specific SHE Plan
- Hazard identification & Risks Assessments (Issue base)
- Method Statements
- SHE Induction Training
- Certificates of medical fitness
- Equipment maintenance and inspection
- PPE Issue control sheet
- Training Records
- Standard Operating Procedures (SOP's)
- Safe Working Procedures
- Daily Safety Talks

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

- Project Audit Records
- Incident Management
- Contingency/ Emergency Plan, Procedure & Contact Numbers
- Project Registers/Forms
- Checklists
- RC HSE Specification
- Substance Abuse Management
- HSE Stats
- Material Safety Data Sheet (MSDS)
- Copy of the OHS Act & Regulations and Other Statutory Legislation
- Inspection records
- Project related procedures
- Planned Task Observations
- Environmental Management Plan
- Additional Task Controls and requirements

The contractor shall keep the file on site for inspection and audit purposes.

35. Environmental Management

The contractor shall ensure that his/her site complies with the requirements of the National Environmental Management Act (NEMA), 107 of 1998, (duty of care principles) and is committed to the care of the environment and therefore making an effort in implementing best practices in this regard. The contractor working or operating on R & C premises are therefore obliged to operate in an environmental friendly manner and put measures in place to prevent pollution and damage to the environment.

36. Waste Management

The contractor shall institute on-site waste management general duties and take all reasonable measures to:

- Dispose in a responsible manner according to waste manifesto and on approved waste disposal site. Record should be kept of waste disposed according to safe disposal certificates. These certificates should be kept by contractor and copies with R & C HSE Department. Daily waste disposal should be captured in site diary.
- Not endanger health/environment/cause nuisance-noise, odour or visual impact
- Prevent any employee/any person under supervision from contravening this Act
- Prevent the waste used for unauthorized purpose

The waste management program will address, but is not limited to, the following:

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	HEALTH AND SAFETY SPECIFICATION

- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste (Waste Management Plan)
- Compliance with local authority requirements;

37. Handling of Waste on Sites

The contractor shall have an Environmental Control Plan, which shall be approved by R & C representative. This control plan which must be kept on site at all times must include but not limited to the following:

- Dust control measures
- Noise Control (e.g. source of noise, levels and abatement measures)
- Water Management
- Waste Water/effluent Management
- Sewer treatment/disposal plan
- Waste Management Plan (Identify types of waste to be generated)
- Pollution control
- Spill response plan
- Rehabilitation and re-vegetation of site

38. Other Records

The contractor shall keep any other records required in terms of Occupational Health and Safety Act 85 of 1993 and Regulations to ensure safe execution of the construction project including good practices.

39. Additional requirements

None

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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