

Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: THE REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS

RFP NUMBER	: TPCR/MTT/875 (T) CIDB
ISSUE DATE	: 05 July 2021
COMPULSORY BRIEFING	: 13 July 2021
CLOSING DATE	: 03 August 2021
CLOSING TIME	: 12h00 pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

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 Document
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information

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

- No late tenders will be accepted.
- Submit Central Supplier Database CSD Registration (recent copy).
- Submit valid letter of good of standing (COID).
- Submit copy of certificate for CIDB Grade 5GB or higher.

Electrical Engineer

- Submit certified copy of Qualification: Minimum BSc or B-tech or B Eng Qualification in Electrical Engineering
- Submit certified copy of Professional Registration: Professional Engineering Registration with ECSA as Professional Engineer

Project Manager:

- Submit certified copy of Qualification: Minimum National Diploma in Engineering or Built Environment

Project Site Health and Safety Officer (This may be subcontracted)

- Submit certified copy of Qualifications: Minimum National Diploma
- Submit certified copy of Professional Registration: SACPCMP for Health and Safety
- Main contractor of sub-contractor must have an IE – Installation Electrician (Attach certificate)
- Main contractor of sub-contractor to provide proof of registration with Department of Labour as an Electrical Contractor
- Submit fully completed Form of Offer & Acceptance.
- Submit fully completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

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

EVALUATION METHODOLOGY

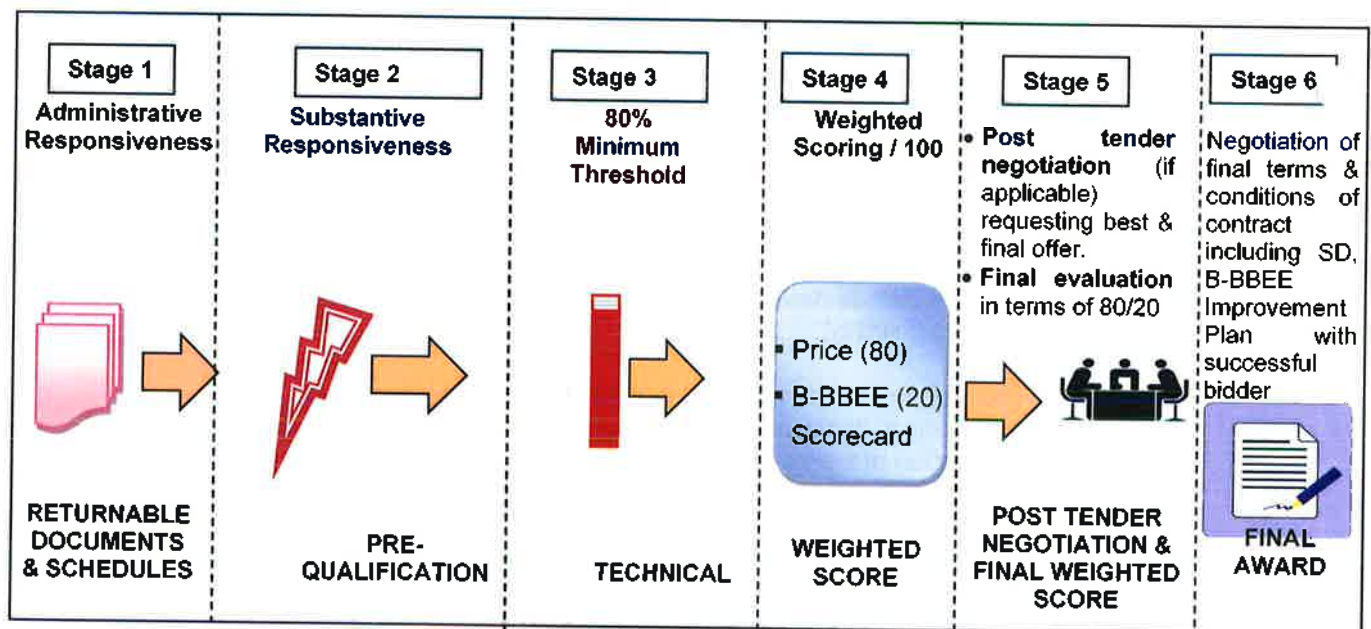
Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
Gatekeepers (Mandatory) 1. CIDB Grade 5GB or higher. 2. Electrical Engineer Qualification: Minimum BSc or B-tech or B Eng Qualification in Electrical Engineering Professional Registration: Professional Engineering Registration with ECSA as Professional Engineer 5. Project Manager: Qualification: Minimum National Diploma in Engineering or Built Environment 6. Project Site Health and Safety Officer (This may be subcontracted) Qualifications: Minimum National Diploma Professional Registration: SACPCMP for Health and Safety 7. Main contractor of sub-contractor must have an IE – Installation Electrician (Attach certificate) 8. Valid Letter of Good Standing (COIDA) UIF 9. Main contractor of sub-contractor to provide proof of registration with Department of Labour as an Electrical Contractor 10. Proof of CSD registration All above requirements are mandatory. Bidders who fail to submit all documents will be disqualified. All Copies for proof of Qualifications and Professional registration must be certified. The certification must be not older than 3 months.			
Programme	No Timeline	0	10
	The tenderer has provided timeline but handwritten	1	
	The tenderer has provided timeline in Ms Project or similar with 20% deviation from targeted date	4	
	The tenderer has provided timeline in Ms Project or similar with 15% deviation from targeted date	6	
	The tenderer has provided timeline in Ms Project or similar with 10% deviation from targeted date	8	
	The tenderer has provided timeline in Ms Project or similar with 5% deviation from targeted date	10	
Management and CVs of Key Persons	Experiences: Site/Project Manager		20
	Construction/Engineering experience (related to the works) < 3yr	1	
	Construction/Engineering experience (related to the works) < 5yrs	3	
	Construction/Engineering experience (related) to the works > 5yrs	5	
	Experience: Site Supervisor		
	Construction/Engineering experience (related to the works) < 3yr	1	
	Construction/Engineering experience (related to the works) < 5yrs	3	
	Construction/Engineering experience (related to the works) > 5yrs	5	
Quality Plan	No QCP/ITP presented or is not for the tendered works.	0	20
	QCP/ITP identifies at least one of the key elements (activities, approval points, hold points & is for the works tendered for)	5	
	ITP/QCP identifies at least two of the key elements (activities, approval points, hold points & is for the works tendered for)	10	
	ITP/QCP identifies at least three of the key elements (activities, approval points, hold points & is for the works tendered for)	15	
	ITP/QCP clearly and adequately identifies all key activities, has allocated hold, witness, and review and surveillance points & is for the works tendered for. Evidence: Supplied QCP/ITP	20	

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
Risk assessment (Specific to Works)	Risks, mitigations, tolerance matrix In line with activities not identified.	0	15
	Risks identified, mitigation not provided, and tolerance matrix not provided	5	
	Partial risks identified, mitigation provided, and tolerance matrix not provided	10	
	All major risks identified, mitigation provided, and tolerance matrix provided	15	
Previous Experience	No evidence provided	0	10
	Bidder has successfully completed 1 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	2	
	Bidder has successfully completed > 1, <= 3 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	4	
	Bidder has successfully completed > 3, <=5 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	6	
	Bidder has successfully completed > 5, <=8 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	8	
	Bidder has successfully completed > 8 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	10	
	Scantly detailed methodology	5	
	Detailed methodology, no sequential approach, no standards applicable mentioned	10	
Method Statement			

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
	Detailed methodology, sequential approach, no standards applicable mentioned	15	
	Detailed methodology, sequential approach, standards applicable mentioned	25	
	Total Weighting:		100

Minimum threshold for technical evaluation is 80 out of 100.

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



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

1.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

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

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

1.3 STAGE THREE: Minimum Threshold 80% for Technical Criteria

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

Technical Criteria	% Weightings
Programme	10
Management and CVs of Key Persons	20
Quality Plan	20
Risk assessment (Specific to Works)	15
Previous Experience	10
Method Statement	25
Locality	
Total Weighting:	100%
Minimum qualifying score required:	80

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

1.4 STAGE FOUR Evaluation and Final Weighted Scoring

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

Evaluation Criteria	% Weightings
• Price	80

• BBBEE	20
Total	100

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

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

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

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TPCR/MTT/875 (T) CIDB

Description: The Refurbishment and Upgrade of Matatiele Station Buildings

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

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

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

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

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

THE SECRETARIAT, ACQUISITION COUNCIL

TRANSNET PROPERTY TENDER BOX

RFP No: *TPCR/MTT/875 (T) CIDB*

Description: The Refurbishment and Upgrade of Matatiele Station Buildings

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

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

Midrand, 1662

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

3.2 Dispatch by courier

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

THE SECRETARIAT, ACQUISITION COUNCIL

TRANSNET PROPERTY TENDER BOX

RFP No: *TPCR/MTT/875 (T) CIDB*

Description: Provision of Preventative, Corrective and Emergency Maintenance Plus Minor New works for Electrical, General Building and Plumbing Services for Parkhill lodge and other Assets in the Johannesburg zone for a Period of 60 Months.

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

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

Midrand, 1662

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

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

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

4. CONFIDENTIALITY

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

5. DISCLAIMERS

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

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

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

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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



Part C4: Site information		C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphasha Kgare
	Address:	09 Country Estate Drive, Waterfall Business Estate, Midrand.
	Tel No.	011 308 1459
	E – mail	Mphasha.kgare@transnet.net

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

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB 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 **5GB or higher** class of construction work
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 5GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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



3. Stage Three - Functionality:

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Location of tender box TRANSNET PROPERTY

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

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

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TPCR/MTT/875 (T) CIDB
- The Tender Description: The Refurbishment and Upgrade of Matatiele Station Buildings

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

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

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

Time: **12:00pm** on the **03 August 2021**

Location: **Transnet Property**

09 Country Estate Drive, Waterfall Business Estate, Midrand.

NO LATE TENDERS WILL BE ACCEPTED



C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

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

Functionality Criteria

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

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

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



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

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

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

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

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

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

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

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

- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;



3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;
the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

T2.2-2 Stage One as per CIDB: Eligibility Criteria Schedule - Valid Copy of CIDB 5GB grade or higher or higher **(This can be subcontracted, and agreement should also be attached signed by both parties).**

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

- No late tenders will be accepted.
- Submit Central Supplier Database CSD Registration (recent copy).
- Submit valid letter of good of standing (COID).
- Submit copy of certificate for CIDB Grade 5GB or higher.

Electrical Engineer

- Submit certified copy of Qualification: Minimum BSc or B-tech or B Eng Qualification in Electrical Engineering
- Submit certified copy of Professional Registration: Professional Engineering Registration with ECSA as Professional Engineer

Project Manager:

- Submit certified copy of Qualification: Minimum National Diploma in Engineering or Built Environment

Project Site Health and Safety Officer (This may be subcontracted)

- Submit certified copy of Qualifications: Minimum National Diploma
- Submit certified copy of Professional Registration: SACPCMP for Health and Safety
- Main contractor of sub-contractor must have an IE – Installation Electrician (Attach certificate)
- Main contractor of sub-contractor to provide proof of registration with Department of Labour as an Electrical Contractor

- C1.1: Submit fully completed Form of Offer & Acceptance.
- C2. Submit fully completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

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

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

Evaluation Schedule: Locality

2.1.3 Returnable Schedules:

General:

- T2.2-10 Availability of equipment and other resources
- T2.2-11 Site Establishment requirements
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-14 Authority to submit tender
- T2.2-15 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

- T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17: Capacity and Ability to meet Delivery Schedule
- T2.2-18: Certificate of Acquaintance with Tender Document
- T2.2-19 Health and Safety Questionnaire
- T2.2-20 RFP – Breach of Law
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-23: Non-Disclosure Agreement
- T2.2-25 RFP Declaration Form

1.3.2 Bonds/Guarantees/Financial:

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

1.3.3 Transnet Vendor Registration Form:

- T2.2-24 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 Valid Tax Clearance Certificate

T2.2-2: 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

1. 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 **5GB or or higher** 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:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the a **5GB 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 **5GB or higher 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

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

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

Name of Company/Members of Joint Venture:

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

T2.2-4: Evaluation Schedule - Management & CV's of Key Personnel

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience - Lifts and escalator design, installation and maintenance experience related to the works for a minimum number of 3 years.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

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

List of Key Persons assigned to the above disciplines

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

Index of documentation attached to this schedule:

.....

.....

.....

.....

Attached submissions to this schedule:

[illegible]

	Project Specific Quality Plan for the contract
0	No ISO 9001 accreditation or evidence of similar system and no signed quality policy.
5	No ISO 9001 accreditation, with evidence of progress towards certification, with signed quality policy.
8	No ISO 9001 accreditation, with all pre-requisite quality management procedures, signed policies and intent to get certification.
10	ISO 9001 accreditation.

T2.2-6: Evaluation Schedule: Previous Experience

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

T2.2-8: Evaluation Schedule: Method Statement

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

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

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

Part T2: Returnable Schedules
T2.2-9: Risk Elements

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

[illegible]

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

T2.2-12 Health and Safety Cost Breakdown

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

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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



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

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

T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-15: Record of Addenda to Tender Documents

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

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

T2.2-16: 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 attached proof of such authority to the bid document?

YES / NO

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

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

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

2.8.2 If so, furnish particulars.

SBD 4

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

YES/NO

- 2.9.1 If so, furnish particulars.

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

YES/NO

- 2.10.1 If so, furnish particulars:

SBD 4

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 EEnterprise as defines by Codes of Good Practice

under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (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

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



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

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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

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

NAME OF TENDERING ENTITY:

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

- b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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

NAME OF TENDERING ENTITY:

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



- b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19: Health and Safety Questionnaire

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance - Alberta

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time Injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		

1B. Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	☐ Yes ☐ No		

2. CITATIONS --

2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:

3. CERTIFICATE OF RECOGNITION



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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 PROGRAM5A. 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	☐	☐

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

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

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly
☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items?

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

Yes No Daily Weekly Biweekly
☐ ☐ ☐ ☐ ☐

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

Yes No Weekly Biweekly Monthly
☐ ☐ ☐ ☐ ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

8 PERSONNEL

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

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-21: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that 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.

T2.2-22 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this _____ on _____ day _____ at _____

Signature



T2.2-23: NON-DISCLOSURE AGREEMENT

[01 JULY 2020]



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-24 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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 Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	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	

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and	

Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

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

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



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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

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

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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;"



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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 Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

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,



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

- 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

.....



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



Transnet Property

Contract Number: TPCR/MTT/875 (T) CIDB

Description Of The Works: The Refurbishment and Upgrade of Matatiele Station Buildings

10. Central Supplier Database (CSD) Summary Registration Report.		
--	--	--

T2.2-25: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-31 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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



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

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

C1.1: Form of Offer & Acceptance

Offer

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

THE REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance



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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	5
C2.3	Labour Rates	1



C2.1 pricing instructions: Option B

1. The conditions of contract

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of - the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and - a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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



the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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



- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

BILL OF QUANTITIES (CIVIL)

PROVISION OF REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS

The agreement applicable to this contract is the NEC3

GENERAL NOTES

The Contractor shall, in all cases, allow for disposal of materials arising from demolition and alteration works. This shall apply even if it is not expressly provided for on the description for an item.

The Contractor shall remove from site all pipes or other conduits, wires encountered in demolition. He shall plug and seal all conduits remaining and ensure that no electric cables or wires remaining are live.

	PRELIMINARIES AND GENERAL				
	Contractual requirements:				
	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
	Allow amount for Site Establishment (Offices, Ablutions, tools, and equipment, water supplies point, electricity and communication)	Sum	1		
	Allow an amount for De-establishment	Sum	1		
	Allow amount for Environmental, Health and safety compliance and related obligations.	Sum	1		
	Allow an amount for the protection of existing structures, services etc. until the construction in the vicinity is complete	Months	6		
	Allow amount for supervision for Duration of construction	Months	6		
	CARRIED FORWARD R				

Item		Unit	Qty	Rate	Amount
	BILL No. 1 ALTERATIONS				
1	Break out and remove floor covering from scrap	m2	300		
2	Take out and remove plasterboard ceiling	m2	300		
3	Take out and remove kitchen cupboards 3mx1,2x900mm wide	No	2		
4	Break out and remove half brickwall	m2	150		
5	Break out and remove wc incl cistern incl sundry piping	No	4		
6	Break out and remove whb incl sundry pipinng	No	4		
7	Break out and remove urinal incl flush pipe	No	1		
8	Break our out and remove glass from existing windows incl preparing for new	m2	20		
9	Take out and remove pvc pipe all sizes	m	40		
10	Take out and remove copper pipe all sizes	m	40		
11	Service existing windows incl installing new window stays	No	12		
12	Break out one brick wall to form opening for a single door incl precast lintel and making good sides with palster (paint e.m)	No	4		
13	Break out one brick wall to form opening for a double door incl precast concrete lintel and making sides with plaste (paint e.m)	No	2		
14	Take out and remove single door incl frame	No	4		
	Take out and remove single garage door incl frame	No	10		
15	Brick up opening where doors were removed and allow opening to fit new double doors	No	12		
16	Break out and remove half brick wall	No	15		
17	Make good floors where half brick wall was removed	No	5		
18	Form neat opening 110mm diameter in one brick by coring	No	20		
19	Break concrete and excavate for a 110mm pipe incl backfilling and making good concrete	m	25		
20	Excavate in earth to expose existing services	m3	5		
	Section Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	BILL No. 2 MASONRY				
1	One brick wall in NFP bricks incl brickforce in every third course	m2	750		
2	Ditto but in closing openings	m2	80		
3	Half brick walls in NFP bricks incl brickforce in every third course	m2	110		
4	Ditto but in closing openings	m2	20		
	Sub Total				
	BILL No. 3 CAPENTRY AND JOINERY				
1	Meranti hardwood double door framed ledged braced door hung on steel frame	No	12		
2	Meranti hardwood single door ,framed ledged braced door hung on steel frame	No	4		
3	Single solid core door with masonite finish	No	4		
4	Double solid door with masonite finish	No	2		
5	19mmx75mm timber skirting incl quadrant bead	m	80		
	BILL No. 4 CEILINGS AND PARTITIONS				
1	Vinyl clad suspended ceilings (Ceiling grid .White/vinyl/fissured/1200x600mm) incl hangers complete	m2	700		
2	Shadowline Trim	m	60		
3	300mm high bulkhead formed of 6mm plasterboard	m	30		
	DRY WALL PARTITIONING				
4	Gyproc standard 1/2hour fire rating type dry wall partition	m	40		
5	Extra over for vertical abutments	no	14		
6	Extra over for corner	no	12		
7	Extra over for T intersection	no	12		
8	75mm high aluminium skirting fixed to partition walls	m	40		
9	Extra over for aluminium frame for a single door	no	4		
10	Extra over for a single door hung on aluminium frame(solid core with masonite)	no	2		
	TOILET CUBICLES				
11	Partition 1555x1800m high	no	12		
12	Full stiles 540x1850	no	12		
13	End stiles 150x1850	no	12		
14	Wall stiles 540x1850	no	12		
15	Extra over for doors(750*1800mm)	no	12		
	Sub Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	<u>WAREHOUSE & STATION BUILDING</u>				
	<u>REMEDIAL WORK</u>				
1	Scrub and prepare concrete floors to receive new floor finishings	m2	1100		
2	2mm approved self-levelling screed	m2	1100		
	<u>VINYL SHEETING</u>				
3	2mm vinyl floor sheeting with welded seamless joints	m2	250		
4	450mm high skirting in vinyl sheeting with seamless welded joints	m	150		
	<u>TILES</u>				
5	Allow a PC sum of R120.00 for supply of floor tiles laid in approved adhesive and grouted with approved dove grey grout	m2	800		
6	Ditto in skirtings 100mm high	m	120		
8	M*TRIM Aluminium trim	m	60		
	Sub Total				
	<u>BILL No. 6 IRONMONGERY</u>				
1	Union Tesa knob cylinder complete with furniture lockcase etc	no	16		
2	Union double panic bolt Code 802DMG to fire doors	no	4		
3	Union door closer stainless steel finish	no	4		
4	Union Sandpiper pull handle	no	4		
5	Union Sandpiper push plate	no	4		
6	Union Sandpiper kickplate	no	4		
7	Union s/s door stop	no	12		
8	Union coat hook with rubber buffer	no	4		
9	Union s/s engraved name plate 150mmx150mm	no	16		
	Sub Total				
	<u>BILL No. 7 METAL WORK</u>				
1	Mild steel door frame suitable for one brick wall for a single door	no	6		
2	Ditto for a double door	no	12		
	Sub Total				
	<u>BILL No. 8 PLASTER</u>				
1	2 coats plaster to walls	m2	1600		
	Sub Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	PLUMBING				
1	50mm pvc waste pipe	m	80		
2	50mm pvc waste pipe chased in brickwork	m	80		
3	50mm waste pipe chased in concrete	m	45		
4	110mm pvc waste pipe	m	30		
5	110mm chased in brickwork	m	12		
6	110mm waste pipe in trenches ne 2m deep	m	120		
7	110mm pvc waste in trenches exc 2m but no 4m deep	m	40		
8	15mm copper pipe	m	60		
9	15mm copper pipe chased to walls	m	30		
10	28mm copper pipe fixed to walls	m	30		
11	28mm copper pipe chased to walls	m	15		
12	32mm copper pipe fixed to walls	m	12		
13	32mm copper pipe chased to walls	m	8		
14	15mm copper fittings	no	15		
15	28mm copper fittings	no	10		
16	32mm copper fittings	no	15		
17	50mm pvc bend	no	15		
18	50mm access bend	no	12		
19	50mm junction	no	8		
20	50mm acces junction	no	15		
21	50mm pvc adaptor	no	15		
22	110mm reducing junction	no	15		
23	110mm pvc pan connector	no	30		
24	110 mm pvc horn airvent	no	20		
25	110mm pvc junction	no	15		
26	110mm pvc acces junction	no	15		
27	110mm pvc bend	no	15		
28	110mm acces bend	no	20		
29	110mm adaptor	no	30		
30	15mm brass fullway gate valve	no	10		
31	28mm brass fullway gate valve	no	8		
32	50mm brass fullway gate valve	no	6		
Carried Forward R					

	SANITARY WARE				
33	Vitreous China water closet (code 05750110) colour white with complete cobra watertech flush master junior	no	8		
34	Wooden toilet set colour white	no	8		
35	Cameo basin with three pre-punched tap configuration . Colour white complete with cobra watertech stella range 1/2 inch single tap hole basin mixer C/P(code 3294ST)	no	4		
36	Protea urinal incl flushmaster	no	4		
37	Protea paraplegic 90 deg outlet pan with FM1,100flush master with extended lever handle (code C,FM8-80)	no	2		
38	32mm grabrail set SR1 behind water closet and DL2 on side wall as Chairman industris grabrails	no	2		
39	Stainless Steel toilet roll holder	no	10		
40	Stainless steel electric hand drier	no	10		
41	Stainless steel soap dispenser	no	8		
42	Stainless Steel SHE bins	no	4		
43	5L hydroboil	no	3		
44	Kwikot 150L hot water cylinder complete incl tray	no	2		
	GLAZING				
1	1200x600mm stainless mirrors screwed to walls	no	6		
2	6,8mm laminated glass to existing steel windows up to 3m2	No	12		
	Sub Total				
	PAINTWORK				
1	Three coats plascon acrylic paint to walls and dry walls	m2	1800		
2	Three coats plascon acrylic paint to ceilings	m2	800		
3	Three coats acrylic paint to external walls	m2	300		
4	Three coats plascon velvagio to doors	m2	60		
5	Three coats plascon velvagio to steel frame	m2	22		
6	Three coats paint to timber skirtings with 300mm girth incl priming backs of timber	m	200		
7	Branding	Sum	1		
	Carried Forward to Summary				
	BILL No. 12 EXTERNAL WORKS				
1	Construct paraplegic ramp complete and walkway across the railway approximately 10m long and 2m wide with ramps and guard rails	No	1		
2	Prepare and fix external apron around the building	M2	240		
	Carried Forward R				

Item		Unit	Qty	Rate	Amount
	Bill No.13 PROVISIONAL SUMS				
1	Allow a Provisional Sum of R140 000.00 for Air Conditioning installation for the station building and installation of roof ventilators in the goods shed	Sum			
2	Profit	Sum			
3	Attendance	Sum			
4	Allow a Provisional Sum of R80 000.00 for Fire fighting equipment	Sum			
5	Profit	Sum			
6	Attendance	Sum			
7	Allow a provisional Sum of R25 000.00 for backup power (small generator)	Sum			
8	Profit	Sum			
9	Attendance	Sum			
10	Allow a Provisional sum of R70 000.00 for kitchen fittings and furniture	Sum			
11	Profit	Sum			
12	Attendance	Sum			
13	Allow a sum of R60 000.00 for carports	Sum			
14	Profit	Sum			
15	Attendance	Sum			
16	Allow a sum of R80 000.00 for land scaping and fencing including grass cutting & cleaning of the yard.	Sum			
17	Profit	Sum			
18	Attendance	Sum			
19	Allow a sum of R45 000 for storage racks and change rooms with lockers	Sum			
20	Profit	Sum			
21	Attendance	Sum			
23	Allow a sum of R150 000.00 for re-electricity, water and sewer connection fees	Sum			
24	Profit	Sum			
25	Attendance	Sum			
26	Allow a sum of R150 000.00 for removal roof coverings and make good	Sum			
27	Profit	Sum			
28	Attendance	Sum			
29	Allow a sum of R350 000.00 for professional fees	Sum			
30	Allow a sum of 650 000.00 for roof coverings complete incl roof trusses, gutters and down pipes for the old station building and repairs in the goods shed	Sum			
31	Allow a sum of R50 000.00 serving existing electrical sub station and provide mass lights	Sum			
32	Profit	Sum			

33	Attendance	Sum			
34	Allow a sum of R30 000.00 for window blinds	Sum			
35	Allow a sum of R600 000.00 for Anciliary road works including unblocking of the existing storm water channels around the building	Sum			
36	Allow an amount of R60 000 for the provision of stainless-steel handrails around the goods shed building	Sum			
Carried Forward to Summary R					

Item		Unit	Qty	Rate	Amount
	<u>BILL NO.14 Station Building Electrical Works</u>				
1	Decommissioning and removal of the existing electrical installation before the building contractor start with the interior works	item	1		
2	Distribution board				
	Refurbish the following distribution boards, including all equipment, complete with all accessories. Installation shall include fixing, accessories and earthing, to incorporate new circuits				
	The price shall include for all fixing materials, circuit terminations, lugs, cable straps and any other items necessary for the complete installation.				
	Material	No.	3		
	Labour	No.	3		
	TRUNKING				
3	Power Skirting				
	2 Compartment, 2 cover power skirting as specified, including covers, and all accessories.				
	Material	m	240		
	Labour	m	240		
4	P9000 galvanized trunking, hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	120		
	Labour	m	120		
5	150mm medium duty cable tray, welded wire mesh , hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	80		
	Labour	m	80		
	Conduit, flush or surface mounted in wall including all couplings, bends, tees and saddles				
6	25mm diameter, PVC conduit				
	Material	m	140		
	Labour	m	140		
7	20mm diameter, PVC conduit				
	Material	m	110		
	Labour	m	110		
	Galvanized pressed metal boxes, flush mounted in wall complete with mounting on				

	conduit, built into brick or concrete, in roof space or on surface				
Carried Forward R					
8	100 x 50 x 50mm box				
	Material	No.	20		
	Labour	No.	20		
9	100 x 100 x 50mm box				
	Material	No.	10		
	Labour	No.	10		
10	Galvanized/Steel round conduit box (any way)				
	Material	No.	15		
	Labour	No.	15		
11	PVC round conduit box (any way)				
	Material	No.	15		
	Labour	No.	15		
	Sub Total				
Item		Unit	Qty	Rate	Amount
	BILL NO.15 Main Building & Warehouse Electrical Works				
	Conductors				
	600/1000V grade PVC insulated stranded copper conductors drawn into conduit and trunking,				
1	1.5mm ²				
	Material	m	600		
	Labour	m	600		
2	2.5mm ²				
	Material	m	300		
	Labour	m	300		
3	4 mm ²				
	Material	m	120		
	Labour	m	120		
	Bare copper earth wire (BCEW) laid in ducts, trenches, horizontal racks, cable trays, channels, etc.				
4	1,5 mm ²				
	Material	m	350		
	Labour	m	350		
5	2,5 mm ²				
	Material	m	20		
	Labour	m	20		
6	6,0 mm ² x 4 core flattwin cable plus earth for aircon units				
	Material	m	150		
	Labour	m	150		
7	16 mm ² x 4 core flattwin cable plus earth for aircon units, sub DB				
	Material	m	40		
	Labour	m	40		
Carried Forward R					
	Light Switches				

8	16 Ampere 230V, one lever light switch with steel cover				
Carried Forward R					
	Material	No.	20		
	Labour	No.	20		
9	16 Ampere 230V, two lever light switch with steel cover				
	Material	No.	20		
	Labour	No.	20		
10	16 Ampere 230V, one lever two way light switch with steel cover				
	Material	No.	4		
	Labour	No.	4		
	Socket Outlets				
11	16 Ampere, Normal 3-pin 230V, single/double switched socket outlet with steel cover				
	Material	No.	20		
	Labour	No.	20		
12	16 Ampere, Normal 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	10		
	Labour	No.	10		
13	16 Ampere, Dedicated 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	20		
	Labour	No.	20		
	Isolator				
14	60Ampere, Double Pole isolator				
	Material	No.	10		
	Labour	No.	10		
15	30Ampere, Double Pole isolator				
	Material	No.	6		
	Labour	No.	6		
16	60Ampere, tripple Pole isolator				
	Material	No.	2		
	Labour	No.	2		
17	30Ampere, tripple Pole isolator				
	Material	No.	3		
	Labour	No.	3		
18	5A unswitched socket-outlet				
	Material	No.	15		
	Labour	No.	15		
19	Blank cover plate				
	Material	No.	2		
	Labour	No.	2		
20	Cover for RJ45 Telephone/Data Outlet module in power skirting				
	Material	No.	4		
	Labour	No.	4		

	Sub Total				
	Carried Forward to Summary				

Item		Unit	Qty	Rate	Amount
	BILL No. 16 GROUND FLOOR ELECTRICAL WORKS				
	LIGHT FITTINGS				
	Luminaires that are SANS approved and meet the Department Quality Standard, including lamps and sundries (as per the Standard Quality Specification for General Electrical installation (SASOM Guideline No 4,). Contractor must allow for option of colour by Architect on site.				
1	Type C (including lamps)				
	Round energy saving LED bulkhead luminaires with unbreakable polycarbonate diffusers				
	Material	No.	15		
	Labour	No.	15		
2	Type A (including lamps)				
	Fluorescent light-fittings are to be 1500 mm wide body, surface mounted open channels, white powder-coated, mild steel body, fitted with electronic control gear and 2x35W T5 high efficiency lamps.				
	Material	No.	10		
	Labour	No.	10		
3	Type A1 (including lamps)				
	Fluorescent light-fittings are to be 1500 mm wide body, surface mounted vapour proof, white powder-coated, mild steel body, fitted with electronic control gear and 2x35W T5 high efficiency lamps.				
	Material	No.	2		
	Labour	No.	2		
4	Type D (including lamps)				
	Decorative 5W LED down lighter				
	Material	No.	16		
	Labour	No.	16		
5	Type T (including lamps)				
	1200mm surface mounted, white powder-coated, mild steel body, low brightness louver type fluorescent lights with electronic control gear and 4x35W T5 high efficiency lamps with 3m cord 5A plug				
	Material	No.	1		
	Labour	No.	1		

				Carried Forward R	
	<u>EARTHING AND LIGHTNING PROTECTION</u>				
6	To provide the earthing and testing of the electrical installation in accordance with the General Specification, regulations and the requirements of the local authority. All circuits shall be earthed in accordance with the wiring code. Where the earth conductor is joined at the terminal block, the wires shall be soldered together so that removal of the equipment shall not result in an interruption of the earth continuity of the conductors.	sum	1		
7	Provide a certificate for the Lightning Protection in accordance with the latest SANS Codes of practice 10199 and 10313 in conjunction with SANS 62305-1-2-3-4 and IEC 62305-1-2-3-4	sum	1		
8	Earthing as required at DB-A to achieve max 1ohm resistance, including testing				
	supply and install	No.	1		
	<u>TESTING & COMMISSIONING</u>				
9	Test and commission the complete electrical installation to the area, as included in this bill,				
	Provide a Certificate of Compliance per DB, as required by SANS 10142-1 for the installation covered by this Bill.	Sum	3		
				Sub Total	

GROSS TOTAL _____

15% VAT _____

GRAND TOTAL _____

C 2.3 LABOUR RATES AD-HOC

LABOUR RATES FOR AD-HOC WORK.

All Rates must exclude VAT.

1. **Normal office hours:** (07h00 to16h00)
Skilled Labour R...../ hour.
Labourer R...../ hour
2. **Overtime**
Skilled Labour R...../ hour.
Labourer R...../ hour
3. **Sundays and Public Holidays:**
Skilled Labour R...../ hour.
Labourer R...../ hour

Signed aton this day of2018.

for and on behalf of the Contractor

WITNESSES : 1.....

2.....

Signed at..... on this day of

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	40
Total number of pages		40

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1	4
1 Description of the <i>works</i>	4
1.1 Executive overview.....	4
1.2 <i>Employer's objectives</i>	4
1.3 Interpretation and terminology.....	4
2 Engineering and the <i>Contractor's</i> design.....	5
2.1 <i>Employer's</i> design	5
2.2 Review and Acceptance of <i>Contractor</i> Documentation.....	Error! Bookmark not defined.
2.3 As-built drawings	Error! Bookmark not defined.
3 Construction.....	7
3.1 Temporary <i>works</i> , Site services & construction constraints.....	7
3.2 Completion and correction of Defects.....	12
4 Plant and Materials Standards and Workmanship.....	13
4.1 <i>Employer</i> specifications.....	13
4.2 Building works	13
4.3 Electrical Engineering	15
4.4 Mechanical Engineering (HVAC, Water Reticulation and Fire Protection).....	17
4.5 Structural Engineering	24
5 List Of Drawings	25
5.1 Drawings issued by the <i>Employer</i>	25
SECTION 2	27
6 Management and start up	27
6.1 Management meetings	27
6.2 Documentation Control	27
6.3 Safety risk management	29
6.4 Environmental constraints and management	31
6.5 Quality assurance requirements.....	31
6.6 Programming constraints	32



6.7	Contractor's management, supervision and key people.....	32
6.9	Insurance provided by the Employer.....	32
6.10	Contract change management.....	34
6.11	Provision of bonds and guarantees	34
7	Procurement	34
7.1	Code of Conduct	34
7.2	The <i>Contractor's</i> Invoices	36
7.3	People.....	37
7.4	Subcontracting.....	40

SECTION 1

1 Description of the *works*

1.1 Executive overview

The Works that the *Contractor* is to perform involve electrical, mechanical, civil and general building works for the refurbishment of the building to serve as a community centre within Matatiele.

The scope of works includes the following:

- Refurbishment of existing two structures, namely: Matatiele old station building and goods shed includes replacement and repairs of roof structures, partial demolition of walls, additions, alterations, and construction of new partition walls offices, boardroom, factory operations, kitchen, show rooms, bathroom facilities, reception, cleaning, fencing, driveway and parking areas etc. according to the desired layout plan and the bill of quantities provided.
- Design, supply, install, test and commissioning of electrical infrastructure as per the proposed layout.
- Floor covering, Plumbing, and Painting and cleaning of facebrick
- Design, supply, install, test and commissioning the Electrical LV infrastructure and equipment to suit the proposed layout
- Design, supply, installation, test and commissioning of Air-conditioning split units as per SANS1238 within the space to suit desired layout plan.
- Design, supply, installation, test and commissioning of portable fire extinguishers complete with mounting board, bracket, and emergency signs as per SANS10400-T to suit the layout plan.
- Design, supply, installation, test and commissioning of back-up water storage tank system as per Transnet's requirements.
- Design, supply and Install ICT equipment allowance to suit the proposed layout.
- Fencing, security gate and landscaping
- Branding of the building as per Transnet's requirements.

1.2 *Employer's objectives*

The *Employer's* objective is to refurbish and upgrade the buildings to house the local cooperatives operating in Matatiele. The buildings will be comply with legislated building requirements. The housing of these cooperatives will benefit the local communities while securing the building and the entire Transnet precinct that has been dilapidating over the years.

The following abbreviations are used in this Works Information:

Abbreviation	The meaning is given to the abbreviation
DP	Data Pack
GA	General Arrangement Drawing
NCR	Non-conformance report
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SHE	Safety, Health & Environment
TP	Transnet Property

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer* supplies the following:

- Works Information.
- Transnt Office Hand over Checklist
- General Arrangement Drawings.

2.1.2 The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the *works* ONLY.

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

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

- MV and LV electrical reticulation, includes sockets, lights, circuit breakers, distribution boards, isolators, etc. as per SANS 10142-1/2.
- Mechanical services, includes split units Air-conditioning, fire protection, etc.
- Wet services reticulation, includes but not limited to potable, sewer system, back-up water storage tanks, etc.

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

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

2.3.1 The *Contractor* shall address the following procedures:

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

The *Contractor* undertakes design safety reviews as stated by the *Employer*.

2.3.1 Documentation Submission

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

2.4 Review and Acceptance of *Contractor* Documentation

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

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

2.5 Other requirements of the *Contractor's* design

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

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

2.6 Use of *Contractor's* design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the works for any purpose in connection with the construction, re-construction, refurbishment and extension of the works with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* conducted on the Carlton Centre Precinct.

2.7 As-built drawings, operating manuals and maintenance schedules

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

2.7.2 The *Contractor* provides the following:

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

2.7.3 As-Built/Final Documentation

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

2.7.4 Installation, Maintenance and Operating Manuals and Data Books

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

2.8 Approval of *Contractors's* design

- 2.8.1 The *Contractor* shall appoint a qualified and registered *Engineer* to approve all designs respectively.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe operations to and around the Site at all times. This shall entail the provision of protective barriers, signs, etc. for the protection and direction of people within the precinct.

The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site or surrounding. The Site is located within a designated Secure Area, and accordingly, all access into the area will be through a gate with access control. The *Contractor* shall keep the access gates/doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the Project Manager.

The *Contractor* shall obtain the necessary entry permits for all staff working within the area per the access control requirements of the *Employer* and shall issue each personnel member with an appropriate Identification card.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.

The site establishment area shall be signposted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from the site and comply with OHS Act 85 of 1993.

The *Contractor* is responsible for the security of the *Works* until completion and hand-over and must make his arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose.

The fullest collaboration between the *Contractor*, the *Employer's* Operations/Services Manager, and the *Project Manager* is essential regarding the continued operations of the *Employer*.

Housing of the *Contractor's* people on site is not permitted.

3.1.2 The *Contractor* shall comply with the following requirements of the *Employer*: As per paragraph 3.1.1 above.

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

The working hours shall be under 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 *Project Manager* before the commencement of the proposed working hours.

The contractor's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action.

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

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

- 3.1.5 Health and safety facilities on Site:

At all times during construction, the Contractor is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014.

- 3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest:

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.

- 3.1.7 Title to Materials from demolition and excavation

Clause 73.2 states that the Contractor has title to Materials from excavation and demolition only as stated in the Works Information.

- 3.1.8 The Contractor has title to all Materials arising from excavation and demolition in the performance of the works. The Project Manager shall instruct the Contractor how to label, mark, set aside, and/or dispose of such Materials for the benefit of the Employer under ECC Clause 73.1.

- 3.1.9 Cooperating with and obtaining acceptance of others

During the contract, departments of Transnet, Tenants, and other Contractors may be working in the general area surrounding the working area. The Contractor must make allowance for the

necessity to interface with the activities of Others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The *Contractor* shall take all necessary steps for his *Works* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Contractors* on site, and the *Contractor*, if necessary, must discuss his program on a day-to-day basis with the *Project Manager* to ensure effective coordination.

3.1.10 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish an article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately before the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the number of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter.

3.1.11 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.12 *Contractor's* Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All equipment necessary for the *Works* shall be provided and allowed for by the *Contractor*.

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

- 3.1.14 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

- 3.1.15 Site services and facilities:

When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas.

An electric supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up and for cabling in the working area.

A potable water supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up in the working area.

The *Contractor* shall make his arrangements for the supply of other services such as fire protection, lighting, and all other services required for undertaking the *Works*.

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

- 3.1.16 Facilities provided by the *Contractor*:

The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Layout drawing of the proposed facilities

The *Contractor* must ensure that the working area is well lit and obstacles and hazards are marked.

The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

The *Contractor* must make his arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may not be used.

The *Contractor* must make his arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

The *Contractor*, within fourteen days after completion, must completely remove from the site all his plant, materials, equipment, stores, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the *Project Manager*. No excess or discarded materials, plants, or stores may be buried or dumped within the *Employer's* boundaries.

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

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

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

3.1.19 Existing premises, an inspection of adjoining properties and checking work of Others

The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.

For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out before occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable.

3.1.20 Survey control and setting out of the *works*

Immediately after the starting date, and before final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example, location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalized with the *Project Manager* before the final design of the equipment.

3.1.21 Other existing services, cable and pipe trenches and covers

The *Contractor* must, in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.

3.1.22 Where the *Contractor* encounters other existing services / existing services cables/pipe, the *Contractor* should notify the *Project Manager*.

3.1.23 Control of noise, dust, water, and waste

All Site activities must comply with the relevant parts of legislation.

3.1.24 The *Contractor* notifies the *Project Manager* of the elements of the *works* which are to be covered up.

3.2 Completion and correction of Defects

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

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

3.2.2 Use of the *works* before Completion has been certified

In terms of *Clause 35.2 in ECC* the *Employer* may use any part of the *works* before Completion has been certified.

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

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

Clause 43.4 requires that the Project Manager arrange for the Employer to allow the Contractor access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted.

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

Where the Contractor has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 Employer's Works Information at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the Employer's occupation of the Site may be incrementally or substantially changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information.

4 Plant and Materials Standards and Workmanship

4.1 Building works

4.1.1 Description of works

The Contractor is required to but not limited to perform the following works as per scope works information :

1. Demolish wall, supply and install new double door as per layout
2. Remove existing emergence doors and supply, install and commissioning fire protection doors as per layout
3. Construct new walls for bathrooms as per new layout plan
4. Supply, install, test and commissioning all plumbing equipment required in bathrooms and the kitchen
5. Supply, install, test and commissioning carpentry required in the new kitchen
6. Supply, install, test and commissioning new drywalling as per layout plan
7. Painting of walls
8. Supply, install, test and commissioning glazing where required as per layout plan
9. Modify or repair existing ceiling where required
10. Supply, install, test and commissioning new doors and frames as per layout plan
11. Supply, install, test and commissioning vinyl floor covering
12. Supply, install, test and commissioning floor and wall tiling where required
13. Supply, install, test and commissioning roads and parking
14. Supply, install, test and commissioning fencing and gates
15. Supply, install, test and commissioning services such and water and sewage systems
16. Supply, install, test and commissioning storm water drainage
17. Provide the Employer with the As-built drawings of the complete works

4.2 Employer specifications

4.2.1 South African National Standard

The application of the National Building Regulations (SANS 10400) is to be strictly adhered to.

4.2.2 Manufacturer's instructions and specifications

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications

4.2.3 Use of locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

4.2.4 Samples

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the *Project manager*. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (2m²). These approved samples shall remain on site for the duration of the *Works*.

4.2.5 Mortar Joints

Mortar joints to face brickwork generally shall be 10mm in thickness (unless otherwise specified) with level bedding joints, vertical perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

4.2.6 Glazing

All laminated safety glass shall carry the Manufacturer's warranty against all manufacturing defects and discoloration for a minimum period of 5 years. A SANS-approved stencil mark is to appear in a prominent place on all types of safety glass.

4.2.7 Shopfronts and windows

Installation certificate by AAMSA approved contractor is required for all shopfront installations.
Installations to comply with SANS 10400 XA

The drawings provide a guideline to the type of shopfront and window systems that are to be designed by the *Contractor*. (See also Part 2.2 of this document; design by contractor)

4.2.8 Partitions

Fire rating certificate to be provided.

4.2.9 Protection of works

The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation after the work.

4.2.10 Demolition

The *Contractor* shall carefully remove, clean, and store material that has been demolished for re-use in the construction works. Any floors, walls, and surfaces damaged shall be made good by the *Contractor*.

4.3 Electrical Works

4.3.1 Executive Overview

The Electrical Lighting and Power scope of work covers, but is not limited to the following:

Electrical Site Works

- 4.3.1.1 Design, Supply, Installation, Test, Commissioning and issuing Certificate of Compliance for Low voltage equipment, e.g. sockets (normal power and emergency power), isolators, power skirting, circuit breaker, etc.
- 4.3.1.2 Approval of installation design by the Professional Engineer registered with the Engineering Council of South Africa (ECSA)
- 4.3.1.3 Provide the Employer with the As-builts drawings of the installation signed and approved by the Professional Engineer registered with the Engineering Council of South Africa (ECSA).
- 4.3.1.4 Contractor shall submit the following drawings/calculations signed and approved by the Professional Engineer registered with the Engineering Council of South Africa:
 - A single line of the distribution board,
 - Small Power (Normal and Emergency Power Sockets) layout
 - Lighting layout
 - Fault current calculation to the distribution board
 - Voltage drop calculation to all new circuits from the distribution board

4.3.2 Standard of Work, Equipment, and Materials

1. The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142 – 1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
2. The contractor shall provide a valid LV wireman's license before commencement
3. All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by

experienced and competent officers.

4. All equipment and material shall comply with the relevant National or International standard specification. Where equipment does not comply it shall be submitted to the *Employer* for approval before installation.
5. All installation, testing, and terminations must be approved by the *Employer* prior to commissioning.

4.3.3 Particular specifications

The following publications and specifications (latest edition) shall apply:

CODES OF PRACTICE

SANS Specifications (latest editions)	
SANS 10313	Code of Practice for Protection of Buildings against Lightning
SANS 10064:	Code of Practice for the Preparation of Steel Flush for Coating
OHS Act, 1993	Occupational Health and Safety Act (Electrical Installation regulations)
SANS 10142-1	Code of Practice for the Wiring of Premises Part 1: Low-voltage installations and including 3 000 kW installed capacity
SANS 1019	The design and Installation of Earth Electrodes
SANS 1063:2010	Earth Rods, couplers, and connections
SANS 62305-4	Protection against lightning Electrical and Electronic systems within structures
SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnectors, Fuse Combination Units
SANS 1253:2016	Fire Door and Fire Shutter design and installation
SANS 156	Moulded Case Circuit Breakers
SANS 6069-2-1	Wall and Appliance Switches
SANS 60269:	Low Voltage Fuses
SANS 61008-1	Earth Leakage Protection Units
SANS 1091	National Colour Standards for Paints
SANS 1180	Electrical Distribution Boards

SANS 1507	Electric Cables with Extruded Solid Dielectric Installation for Fixed Installations
SANS 1973	Low Voltage Switchgear

4.4 Mechanical Engineering and Fire Protection)

4.4.1 Scope Of Work

- a) This specification covers the design, supply, delivery, installation and commissioning, testing, and handing over in complete working order ready for immediate use of the HVAC and Fire Protection.
- b) Principal Items of work include:
 - The supply, delivery, installation, and commissioning of Fire Extinguishers under SANS 10400T.
 - Modification of sprinkler positioning to suit floor design layout.
 - Modification of existing HVAC ducting to suit the floor design layout and provide the HVAC layout drawing.
 - Commissioning and testing of the installations herein specified.

4.4.2 Materials And Workmanship

- a) The contract works shall be executed under the specified standards and level of workmanship, to the satisfaction of the Employer.
- b) All materials shall be of the quality specified and the Contractor shall, upon request of the Employer, furnish him with proof to his satisfaction that the materials are of the specified
- c) All materials and equipment used for the installations shall be new and undamaged. The Contractor shall, if requested by the Employer, provide samples of material and equipment for approval. If judged necessary by the Employer, such samples may only be returned after the completion of the installation, in order to ensure that the quality of the installed product is the same as that of the approved sample
- d) Material for which an SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- e) For fire protection equipment, all equipment used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Equipment designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

4.4.3 Design And Drawings

- a) Design Responsibilities

- The Contractor is responsible for the system design. In the execution of the design, the Contractor is responsible to ensure that:
 - Equipment is positioned and installed in such a way as to ensure proper access for service and maintenance. That all control panels, wiring and components of the electrical installation forming part of this sub-contract comply with all applicable safety codes standards and regulations.
 - The *Contractor* shall comply with all acts of parliament and all regulations and by-laws of local or other authorities having jurisdiction regarding the execution of the works. The *Contractor* shall be responsible for non-Compliance where this results from the System Design.

b) Equipment Supports

- The *Contractor* shall be responsible for the design of supports, stands, hangers suspended platforms for machinery, tanks or other equipment. Where such elements involve major structural design which is beyond the capability of the *Contractor* than these shall be referred to a suitably qualified person for design.

c) Workshop Drawings

- Preparation of complete shop drawings is the responsibility of the *Contractor*. The shop drawings must be prepared on the basis of:
 - The latest drawings regarding co-ordination and layout.

4.4.4 Responsibilities Of The Contractor

a) Sub-Contractors

- Any work which Tenderers intend subcontracting must be listed in the Tender showing the names of the intended Contractor. If these are deemed suitable then no deviation will be permitted without the authorization of the Employer.

b) Ordering of Equipment and Materials

- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of equipment and materials. All other activities which must proceed with the placing of orders must be taken into account when the *Contractor* schedules his activities.

c) Storage of Materials and Equipment

- The *Contractor* shall be responsible for the proper storage of all materials and equipment on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.

d) Protection of the Works

- The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for the protection of the works against such damage until handover to the Client.

e) Accessibility

- The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices which require reading adjustment, inspection, repair removal or replacement.

4.4.5 Reference Specification And Standards

- The latest revision of any Specification referred to in this specification, shall be applicable.
- Where a specification or standard is not specifically referred to, it shall be assumed that the relevant SANS, ISO, BSS, DIN or equivalent American standard, listed in order of preference shall apply.
- The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.
- The entire new installation shall be carried out in accordance with the following standards:

SANS Specifications (latest editions)	
SANS 10400	The Application of the National Building Regulations
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10142	Code of Practice for the Wiring of Premises
SANS 1424	Filters for use in Air-conditioning and General Ventilation

Other Specifications	
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009

	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal Fire Regulations.
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993

4.4.6 Mechanical Equipment

- The mechanical equipment designed, supplied and installed by the Contractor shall comply with the requirements set out in this document as well as all relevant SANS requirements.
- a) **Air-conditioning split units**
 - Each unit shall be selected in accordance with the manufacturer's recommendations to be capable of passing the specified air quantity without creating excessive resistance, noise or local draughts.

4.4.7 Fire Protection System

a) Equipment

- Material for which an SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- All equipment used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders.
- Equipment designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

b) Fire Hose Reels

- The fire hose reels shall rotate around a spindle, consist of five discs with a maximum diameter of not more than 700mm and inside drum with a minimum diameter of not less than 200mm. the hose reels shall comply with the latest edition of the SANS 543 standard.
- The hose shall be semi-rigid, of nominal bore 20mm and shall be 30m long. The hose shall comply with the latest editions of the EN 694, EN 854, SANS 1086 and SANS 2398 standards.
- The hose shall terminate in a shut-off nozzle which shall have the following settings:

- Shut
- Spray
- Jet
- All hose reels shall be fitted with a manual inlet stop valve.

c) Portable Fire Extinguishers

- The portable fire extinguishers shall be 5Kg and 9Kg carbon dioxide extinguishers with an aluminium casing and shall comply with the latest edition of the SANS 1567 standard.
- The total mass of the fully equipped, fully charged extinguisher (excluding the bracket) shall not exceed 23Kg and shall be equal to that marked on the extinguisher with a maximum tolerance allowed of $\pm 5\%$.
- All plastics components used in the extinguisher shall comply with the latest edition of the EN 3-8: 2006 standard. However, no components under working pressure shall be manufactured from plastics materials.
- The extinguishers shall be equipped with a discharge hose assembly of minimum length of 400mm.
- All discharge horns shall comply with the latest edition of the EN 3-7 standard.
- The extinguishers shall be fitted with a handgrip on the discharge horn constructed of a thermally insulated material that will protect the operator's hand from the freezing effects of the discharge.
- The extinguishers shall have suitable handles for carrying purposes as well as fittings and brackets that shall enable them to be effectively mounted and allow easy removal from the bracket.

4.4.8 Testing, Commissioning & Balancing

- The testing of the systems shall be done in the presence and to the satisfaction of an authorised representative of the Employer. The test results shall be forwarded to the Project Manager for acceptance.
- Commissioning shall be done by an ECSA registered Professional Engineer who shall be provided by the *Contractor*. The Engineer provided shall have reasonable experience in the commissioning of similar types of systems.

4.4.9 Operating & Maintenance Manuals

- a) Sets of Operating and Maintenance Manuals shall be provided by the *Contractor*.

- b) Plant schematic and wiring diagrams shall be the latest revision.
- c) A concept copy of the Operating Manual(s) shall be submitted to the Employer, at least two (2) weeks prior to the anticipated first hand-over of the installation, for scrutiny and possible amendment.
- d) Operating and Maintenance Manuals shall consist of the following sections:

- Descriptive Information

This section shall comprise at least the following:

- General Description
- Design Parameters
- Installed Capacities
- Principal Components
- Electrical Board Schematics
- Control Schematics

- Equipment Data Comprising

This section shall comprise at least the following:

- Equipment Designation
- Manufacturer and Model
- Size and Rating
- Pressure, Speed and Temperature Limitations
- Manufactures Local Representative.

- Operating Instructions

Complete instructions for all equipment including:

- Starting and Stopping Procedures.
- Seasonal Adjustments.
- Normal Operation and Tripped Conditions.
- Logs and Records to be kept.

- Inspection and Maintenance

- Inspection Schedules and Checklist.
- Routine Replacements, Adjustments and Calibrating.
- Routine Cleaning, Painting and Protection.
- Inspection and Maintenance Logs and Records to be kept.

- **Reference Documents**

Reference documents to include:

- Tender Specification & Drawing List
- As built Record Drawings
- Test Reports
- Commissioning Reports

- **Equipment: Manufacturers Data**

This part of the Manual shall consist of manufacturer's data including:

- Descriptive Literature
 - Catalogue Cuts, Brochures or Shop Drawings
 - Dimensioned Drawings
 - Materials of Construction
 - Parts Designations
- Operating Characteristics
 - Performance Tables and Charts
 - Performance Curves
 - Pressure, Temperature, and Speed Limitations
 - Safety Devices
- Operating Instructions
 - Pre-start Checklist
 - Start-up Procedures
 - Inspection during Operation
 - Adjustment and Regulation
 - Testing
 - Detection of Malfunction
 - Precautions
- Inspection Instructions and Procedures
 - Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
 - Schedule and Manner of Operation
 - Detection Signals

- Maintenance Instructions and Procedures
 - Schedule of Routine Maintenance.
 - Procedures.
 - Troubleshooting Chart.
- Parts List
- Service Contract

4.4.10 Guarantee

- a) The selected subcontractor shall guarantee the materials, apparatus and workmanship delivered and installed by him. The guarantee shall be valid for a period of twelve months starting on the date when the practical completion certificate is issued, the complete installation shall be guaranteed against defects as a result of patent and latent defects of the apparatus, as well as against faulty materials and workmanship. Fair wear and tear is excluded from the guarantee.
- b) The guarantee shall provide all parts, spares and appurtenances which become defective during the guarantee period, to be replaced free of charge to the client. All costs of labour, out-of-town town allowances, materials and transportation required to replace such part of a defective installation shall be borne by the selected subcontractor and shall be included in his guarantee. The selected subcontractor shall cede to the client the remainder of any equipment guarantee which he has received from his suppliers and which may extend beyond the period of twelve months mentioned herein.
 - c) Where certain equipment have supplier's standard guarantee clauses of which do not correspond with the guarantee clause 22.1 the selected subcontractor shall allow in the tender price for the extensions of guarantees and additional charges thereof, in order to comply with guarantee clause.

4.5 Structural Engineering

1.2.1. Concrete, Formwork and Reinforcement

This section covers the construction of all new works and alterations associated with concrete works required

Particular specifications for concrete

The following specifications shall apply:

NB: All in situ concrete work (mass and reinforced) shall comply with SANS Specification 1200G ("8 Measurement and Payment" is not applicable) supplemented by the clauses in this section. Where SANS Specification 1200G and the clauses in this section conflict the clauses in this section shall take precedence.

Also the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors, 1999 Edition, shall be read in conjunction with and shall apply to all items in the Bill of Quantities not covered by the 'SANS Standardised Specifications' SANS 1200 Series

Where the term "plain concrete" appears in SANS Specification 1200G it shall be read as "mass concrete".

SANS Specifications (latest editions)	
SANS 1200 G	Concrete
SANS 2001: CC1	Construction Works: Concrete Works (Structural)
SANS 1083: 2006	Aggregates from natural sources
SANS 10100-2:2000	The Structural use of concrete – Part 2: Materials and execution of work
SANS 50197-1:2000	Cement – composition, specifications and conformity criteria. Part 1: Common cements
SANS 1491-1:2005	Portland cement extenders – Part 1 Ground granulated blast furnace slag
SANS 1491-2:2005	Portland cement extenders – Part 2 Fly ash
SANS 1491-3:2006	Portland cement extenders – Part 3 Condensed Silica Fume
S437 (Transnet)	Concrete Pavement

4.6 Wet Services (Potable and sewer reticulation, including polyethelylene back-up water storage tank) or equivalent approved by Transnet

- **Water back-up tank should be place on top of concrete plantform approve by the Engineer**
- **Supply and install-+ 1000L water back –up tank accordance with Transnet Property approval**

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

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

Description		
Drawing No.	Revision	Description

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Overall contract progress and feedback	Monthly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
SHE meetings	Monthly	TBA	Project Manager (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)

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

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

6.2 Documentation Control

In undertaking the 'Works' all documentation and data prepared and submitted by the *Consultant* shall conform and adhere to the requirements of:-

- 'Documentation Submittal Requirements' Standard (DOC-STD-0001) included in Annexure 01
- Programme CAD Standards (ENG-STD-0001) Annexure 02

Note:

A 'Starter Kit' containing the standard Project drawing templates shall only be issued upon Contract Award in electronic 'native' format under cover of the Project Transmittal Note.

Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

All drawings supplied shall comply with the Programme CAD Standards, i.e. ENG-STD-0001.

It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.

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

Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

All documentation and data created for the Project shall be numbered and named according to the TCP Codification Procedure. Such numbering is only available from the Project's Document Control Group.

The *Consultant* shall, before acceptance of a Purchase Order/Contract, determine that he can satisfy the requirements for documentation and data as specified within the standards, i.e. DOC-STD-0001: 'Contractor Documentation Submittal Requirements' and ENG-STD-0001: Programme CAD Standards.

The *Consultant* shall be responsible for the supply of all Sub-Supplier/Consultant/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers can supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards before awarding sub-orders.

The required format of documentation and data shall as a minimum be as follows:-

- Pre-Construction – Hard Copy (full size), PDF and 'Native' file format
- Construction – Hard Copy (full size), PDF and 'Native' file format
- Red Lined – Hard Copy (full size) and PDF format
- Certified As-Built/Final – Hard Copy (full size), PDF and 'Native' file format

The required number of copies of documentation and data shall be specified in the '*Contractor Documentation Schedule*' (CDS). The required number of copies shall as a minimum be four (4) hard copies, with the corresponding PDF and 'Native' file formats upon final submission, unless otherwise specified in the '*Contractor Documentation Schedule*' (CDS).

The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

The *Consultant* shall retain copies of all documentation issued in connection with the Project for a minimum period of five years after the completion of the Construction Phase of the Project.

6.3 Safety risk management

6.3.1 Classification and Registration of Personnel

All personnel shall be classified as either occupationally exposed persons or non-occupationally exposed persons according to the definitions and requirements in Sections 8.2 of Annexure D. The *Contractor* shall ensure the full registration procedures are adhered to.

6.3.2 Personnel Protective Measures Shall include:

- Area Designation and Signposting
- Access/Egress Control
- Personal protective Equipment Personnel Monitoring and Decontamination
- Contamination Control in the Workplace
- Prohibited Practices
 - Eating, drinking and smoking.
 - Storage of food, beverages, cigarettes inside the shed
 - Entering shed with open wound and minor cuts and abrasions etc.
- Records
- Health Records
- Training records
- Dose Register
- Personal Medical Files.
- Retention of Records and retention period.

Self-Risk Assessments

- It shall be the responsibility of the *Contractor's* Safety Officer to ensure that all employees are familiar with performing Self Risk Assessments which shall be performed prior to starting any job. Self-Risk Assessments should not take longer than three minutes to perform. It shall be the responsibility of the Site Supervisor to ensure that Self Risk Assessments become a way of life and are carried out before commencing work.

The question the employee must ask himself:

- What work am I about to do?
- Are the tools and equipment I am using correct for the job?
- Is the work I am about to perform is safe?
- If not safe, what actions must I take to make it safe?
- What precautions must I take to prevent injury to myself or my colleagues?

Self-Risk Assessments shall be carried out when:

- Starting a new job.

- At the start of the shift.
- After tea or lunch breaks.
- When the work routine changes or area of work changes.

Reminders

- The Site Supervisor shall remind all employees at the end of the Tool Box Talks to perform Self Risk Assessments before commencing work.
- The Self Risk Assessment is meant to create an awareness of the work area and surrounding conditions that may influence safety and working conditions at the workplace.

Toolbox Talks

- Before commencement of any work on-site each day, the *Contractor's* Supervisor shall inspect the *Works*, take note of all probable safety and environmental hazards. He shall make amendments to Risk Assessment if required to, and hold Toolbox Talks with all his personnel, explicitly explaining the dangers, environmental, and safety precautions required for that particular area.
- Minutes of the briefing session shall be taken and names of all attendees recorded and signed (by attendees) to be made available to the *Project Manager*.

Health and Safety Requirements

The *Contractor* and his employees shall have valid safety induction and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the *Project Manager* at the commencement of the contract.

Personal Protective Equipment

The following personal protective equipment shall be worn at the *Works*.

- Full overalls
- Hard hats
- Respirators to protect against inhalation of dust.
- Acceptable Hearing Protection to eliminate the amplified sound, jackhammering or associated concrete breaking/cutting/ equipment
- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- All persons working within the site shall wear reflective safety vests.

C2.3. O.H.S. ACT COMPLIANCE

- The terms and conditions contained with-in the O.H.S Act 85 of 1993 and applicable Regulations shall be strictly complied with.
- The *Contractor* shall ensure that all staff on site has a valid Medical Certificate from a Registered Occupational Health Medical Practitioner.
- The *Contractor* shall ensure that all staff has the relevant P.P.E including reflective vests for visibility and that such P.P.E is in good condition and is worn as appropriate.
- Any person found contravening these provisions may be removed from site. Continued breach of these regulations may result in action being taken against the *Contractor*.

The following additional Risks have been identified:

- Construction activity will be in an operational mall – A dedicated entry and exit point to the *Works* area must be demarcated and signposted
- The wearing of appropriate Personal Protective Equipment is compulsory.
- Controlled entry into the *Works* to prevent entry by authorized persons.

The above risks must be included in the Risk Assessment and included in the Daily Toolbox talks.

The *Contractor* must take cognisance of the following site conditions:

- All persons entering and working within the construction area must wear the correct Personal Protective Equipment for the site conditions and reflective vests.

6.4 Environmental constraints and management

6.4.1 The *Contractor* complies with the following ENV-STD-002 Rev02 (SES):

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

Waste Management Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

6.5 Quality assurance requirements

6.5.1 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.

6.6 Programming constraints

6.6.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works Information*, shall be submitted to the Project Manager prior to commencement of works.

6.6.2 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*; however any identified deviations shall be automatically reported to the *Project Manager*.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two).

6.8 Insurance provided by the Employer

The insurance provided by the *Employer* with the applicable limits and deductibles required by the *conditions of contract* (if any) is given in the Contract Data. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an Independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

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

6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees

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

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

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* shall not affect the *Employer's* right to termination stated in this contract.

7 Procurement

7.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost-effective;
- The Public Finance Management Act (PFMA);
- The Broad-Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

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

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. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Contractors to act similarly.*

- 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 Contractors.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a Contractor is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Contractors to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

- Contractors are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely to increase B-BBEE spend (fronting)

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

- Generally, Contractors have their own business standards and regulations. Although Transnet cannot control the actions of our Contractors, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and

- Harassment, Intimidation or other aggressive actions towards Transnet employees.
- Contractors must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Contractor is expected to participate in an honest and straight forward manner.
- Contractors must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*
 - Doing business with family members
 - Having a financial interest in another company in our industry.

7.2 The Contractor's Invoices

- 7.2.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3 The invoice states the following:
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number.The invoice contains the supporting detail.
- 7.2.4 The invoice is presented either by email or by hand delivery.
- 7.2.5 Invoices submitted by post are addressed to:
 - Transnet Property**
 - 9 Country Estate Drive**
 - Waterfall Business Estate**
 - Midrand**
 - 1662**
 - For the attention of The Project Manager, Transnet Property
- 7.2.6 Invoices submitted by hand are presented to:

Transnet Property

9 Country Estate Drive
Waterfall Business Estate
Midrand
1662

For the attention of The Contract Administrator, Transnet Capital Projects

7.2.7 The invoice is presented as an original.

7.3 People

7.3.1 Minimum requirements of people employed on the Site

The *Contractor* shall ensure that all his people on the site work under the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee.

The *Contractor* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

7.3.2 The *Contractor* complies with the following PIRPMP.

7.3.2.1 CONTRACTOR LIABILITY

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

2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 2.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - 2.3.2. The Industrial Action Report must provide at least the following information:
 - 2.3.2.1. The industrial incident report,
 - 2.3.2.2. Attendance register,
 - 2.3.2.3. Productivity/progress to schedule reports,
 - 2.3.2.4. Operational contingency plan,
 - 2.3.2.5. Site security report,
 - 2.3.2.6. Industrial action intelligence gathered.
 - 2.3.3. The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.
 - 2.3.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 2.5. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

7.3.3 The *Contractor* performs the *works* having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.

7.3.4 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

7.3.5 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* concerning IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.3.6 The PIRM specific tasks are:

- To complete the PLA before the Contract Date; and
- To assign specific duties to the PSIRM.

7.3.7 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.3.8 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

7.3.9 The SIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP.

7.3.10 B-BBEE and preferencing scheme

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

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16
Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6

Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 20 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 6 points will be awarded 8 preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

Tenderers with no accreditation will score zero points for preferencing.

7.4 Subcontracting

7.4.1 Preferred subcontractors

The *Contractor* shall submit his schedule of proposed sub-*Contractors* for the acceptance of the *Project Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-*Contractors*, unless discussed with, and accepted by, the *Project Manager*.

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

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

7.4.4 Limitations on subcontracting

The *Contractor* shall not appoint or bring sub-*Contractors* onto site without the prior approval of the *Project Manager*, and all sub-*Contractors* 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 approved sub-*Contractors* list without prior approval of the *Project Manager*.

7.4.5 Attendance on Subcontractors

The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Contractor* must notify the *Project Manager* of all inspections at his sub-*Contractors* at least 3 working days in advance of such inspections. The *Contractor* must ensure that his sub-*Contractor* has the relevant quality management plans available at such inspections. The *Supervisor* will give the *Contractor* 24 hour notice in writing of his intention to be present at the inspections.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

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

1. Description of the Site and its surroundings

1.1. General description

The facility is situated in Matatiele , Eastern Cape

The Site where the refurbishment and upgrade of the station buildings in Matatiele, South Africa. Access to the site required by the contractor must be sought from the project manager.

1.2. Existing buildings, structures, and plant & machinery on the Site

The floor layout plan of the existing building usually provide the necessary information

1.3. Hidden services

The contractor is to provide conduct an inspection and provide as-built drawings showing all hidden services.

