



## NEC3 Term Service Contract (TSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30  
(hereinafter referred to as the "*Employer*")

and

**Pending**

Description of the Works :    **SUPPLY AND ERECT FORMWORK IN THE GREATER CAPE  
TOWN AREA**  
Tender Number :                **CPT 4121780160.012**

## CONTRACT DOCUMENTS

### Form of Offer & Acceptance

### Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3<sup>rd</sup> Edition – available separately)

### Prices

### Service Information



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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for **THE SUPPLY AND LAY OF PREMIX TO TRAFFIC CIRCLE AT PORT OF CAPE TOWN**

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers who have a valid SANAS accredited BBBEE Certificate.

The physical address for collection of tender documents is Transnet Freight Rail RME, Bellville Square, off Robert Sobukwe Road, Behind Transnet Park, Bellville-South.

Documents may be collected during working hours after 09:00 from Friday, 25 July 2014.

Queries relating to the issue of these documents may be addressed to

Mrs : Susan De Jongh  
Tel No : (021) 940 1897  
Fax No : 021 940 1940  
Vax No : 086 501 8452  
Email : [susan.dejongh@transnet.net](mailto:susan.dejongh@transnet.net)

A **compulsory clarification** meeting with representatives of the Employer will take place at Transnet Freight Rail (RME), Bellville Square, off Robert Sobukwe Road, behind Transnet Park, Bellville-South on Friday, 1 August 2014, starting at 10:00hrs.

The closing time for receipt of tenders is 10:00hrs Thursday, 14 August 2014. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Transnet fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail RME      Project No.: 1115467.001  
Fax No. 086 501 8452      Tender No.: CPT 1115467.001  
Attention: Susan De Jongh      Closing Date: Thursday, 14 August 2014

**For: THE SUPPLY AND LAY OF PREMIX TO TRAFFIC CIRCLE AT PORT OF CAPE TOWN**

**We:**    **Do wish to tender** for the work and shall return our tender by the due      **Check**  
date above      **Yes** ☐  
**Do not wish to tender** on this occasion and herewith return all your      **No** ☐  
documents received

REASON FOR NOT TENDERING:

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COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

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SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See [www.cidb.org.za](http://www.cidb.org.za))

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1  | The Employer is <b>Transnet SOC Ltd<br/>(Reg No. 1990/000900/30)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F.1.2  | The tender documents issued by the Employer comprise:<br><b>Part T: The Tender</b><br><b>Part T1: Tendering procedures</b><br>T1.1 Tender notice and invitation to tender<br>T1.2 Tender data<br><b>Part T2 : Returnable documents</b><br>T2.1 List of returnable documents<br>T2.2 Returnable schedules<br><b>Part C: The contract</b><br><b>Part C1: Agreements and contract data</b><br>C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br><b>Part C2: Pricing data</b><br>C2.1 Pricing instructions<br>C2.2 Price List<br><b>Part C3: Scope of work</b><br>C3 Works Information |
| F.1.4  | The Employer's agent is:<br>Name: Susan De Jongh<br>Address: Bellville Square, off Robert Sobukwe Road, behind Transnet Park, Bellville South<br>Tel No. (021) 940 1897<br>Fax No. 086 501 8452<br>E – mail Susan.dejongh@transnet.net                                                                                                                                                                                                                                                                                                                                                                   |
| F1.6   | The competitive negotiation procedure may be applied.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.2.1  | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

1. Pre-Qualifying Quality (Functionality) Criteria

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 further consideration

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

| Quality criteria                                          | Maximum number of points |
|-----------------------------------------------------------|--------------------------|
| Management and CV's of Key People                         | 25                       |
| Quality Control Plan – Specific to hold points            | 30                       |
| Previous Experience – Specific to erecting formwork       | 25                       |
| Health and Safety – Supervision to erecting formwork      | 20                       |
| <b>Maximum possible score for quality (W<sub>Q</sub>)</b> | <b>100</b>               |

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- T2.2-7 Management and CV's of key persons
- T2.2-20 Quality Plan
- T2.2-25 Previous Experience
- T2.2-22 Health and Safety

**The minimum number of evaluation points for quality is : 60**

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note: Any tender not complying with the above mentioned stipulation, numbered 1 will be regarded as non-responsive and will therefore not be considered for further evaluation**

F.2.7

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

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

F.2.13.5 F.2.15.1 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box      The Foyer of Bellville Square  
 (TRANSNET FREIGHT RAIL RME)

Physical address:

Bellville Square, off Robert Sobukwe Road,  
Bellville South

Identification details:

The tender documents must be submitted in a  
sealed envelope labelled with:

- The Tender Number :CPT 1115467
- The Tender Description: Supply and lay of  
premix to traffic circle at Port of Cape  
Town
- Name of Tenderer :

Documents must be marked for the attention  
of: The **SECRETARIAT, TRANSNET  
ACQUISITION COUNCIL**

Prior arrangement on the submittal of large  
tender documents should be made with the  
Procurement Manager.

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

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation  
to Tender.

F.2.16 The tender offer validity period is 8 weeks

F.2.20 If requested, submit for the *Employer's* acceptance before formation of the contract, all  
securities, bonds, guarantees, policies and certificates of insurance required in terms of the  
conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of  
this procurement document).

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

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South  
African Revenue Services;
2. A valid SANAS B-BBEE accreditation certificate,
3. All Returnable Documents listed in Section T2.1.

F.3.4 The time and location for opening of the tender offers are:  
Time 10:00 on Thursday, 14 August 2014.

Location: Ground Floor behind reception, Transnet Park, Robert Sobukwe Road, Bellville



F.3.11.3  
F.3.13.7

The procedure for the evaluation of responsive tenders is Method 2.

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:

**90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 1,000 000**

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, Transnet reserves the right to award no points and/or declare the tender void. 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.

F.3.13

Tender offers will only be accepted if:

- a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) 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;
- c) the tenderer does not appear on Transnet list for restricted tenderers.
- f) the tenderer has 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 are permitted to submit tenders or participate in the contract;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

F.3.17

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



## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

### F.1 General

#### F.1.1 Actions

##### F.1.1.1

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

##### F.1.1.2

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

#### Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

##### F.1.1.3

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

##### F.1.3.1

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



#### F.1.3.2

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

#### F.1.3.3

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

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

#### F.1.5

##### The employer's right to accept or reject any tender offer

#### F.1.5.1

The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

#### F.1.5.2

The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### F.1.6

##### Procurement procedures

#### F.1.6.1

##### General

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

#### **F.1.6.2**

##### **Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

#### **F.1.6.2.2**

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

#### **F.1.6.2.3**

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

#### **F.1.6.2.4**

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

#### **F.1.6.3**

##### **Proposal procedure using the two stage-system**

#### **F.1.6.3.1**

##### **Option 1**

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

#### **F.1.6.3.2**

##### **Option 2**

#### **F.1.6.3.2.1**

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

#### **F.1.6.3.2.2**

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

## **F.2**

### **Tenderer's obligations**

#### **F.2.1**

##### **Eligibility**

#### **F.2.1.1**

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

#### **F.2.1.2**

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



**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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





**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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



**F.2.14 Information and data to be completed in all respects**

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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



- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.

**F.3.8.2**

- A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification.
- A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.



### **F.3.9     Arithmetical errors, omissions and discrepancies**

#### **F.3.9.1**

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

#### **F.3.9.2**

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

#### **F.3.9.3**

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

#### **F.3.9.4**

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

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

### **F.3.10    Clarification of a tender offer**

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

### **F.3.11    Evaluation of tender offers**

#### **F.3.11.1    General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2    Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.



### F.3.11.3

#### Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

### F.3.11.4

#### Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### F.3.11.5

#### Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to



F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.6

##### Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7

##### Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

| Formula | Comparison aimed at achieving               | Option 1 <sup>a</sup>           | Option 2 <sup>a</sup> |
|---------|---------------------------------------------|---------------------------------|-----------------------|
| 1       | Highest price or discount                   | $A = (1 + (\frac{P - Pm}{Pm}))$ | $A = P / Pm$          |
| 2       | Lowest price or percentage commission / fee | $A = (1 + (\frac{P - Pm}{Pm}))$ | $A = Pm / P$          |

<sup>a</sup> Pm is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration.



#### **F.3.11.8**

##### **Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9**

##### **Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where:

SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12**

##### **Insurance provided by the employer**

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

#### **F.3.13**

##### **Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, 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 opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14**

##### **Prepare contract documents**

##### **F.3.14.1**

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

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



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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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





## T2.1 List of Returnable Documents

### 1. Returnable Schedules

|         |                                                                  |
|---------|------------------------------------------------------------------|
| T2.2-1  | Changes to tender documents                                      |
| T2.2-3  | Risk Elements                                                    |
| T2.2-4  | Availability of equipment and other resources                    |
| T2.2-7  | Management and CV's of key persons                               |
| T2.2-8  | Schedule of proposed Subcontractors/consultants                  |
| T2.2-9  | Insurance provided by the Contractor                             |
| T2.2-14 | Authority to submit tender                                       |
| T2.2-15 | Certificate of attendance at tender clarification meeting        |
| T2.2-16 | Record of addenda to tender documents                            |
| T2.2-17 | Compulsory Enterprise Questionnaire                              |
| T2.2-20 | Quality Plan                                                     |
| T2.2-21 | Environmental Management Plan                                    |
| T2.2-22 | Health and Safety Plan                                           |
| T2.2-25 | Previous experience                                              |
| T2.2-27 | Broad-Based Black Economic Empowerment (BBBEE)                   |
| T2.2-31 | Supplier Code of Conduct                                         |
| T2.2-33 | Mutual Non-Disclosure Agreement                                  |
| T2.2-36 | RFP Declaration Form                                             |
| T2.2-38 | Declaration of Understanding (Environmental and Health & Safety) |
| T2.2-42 | Geographic Location                                              |
| T2.2-43 | RFP – Breach of                                                  |
| T2.2-50 | Preference Points Claim Form                                     |
| T2.2-51 | Certificate of Acquaintance with Tender Documents                |

**This schedule is required for payment purposes only:**

- |         |                           |
|---------|---------------------------|
| T2.2-34 | Supplier Declaration Form |
|---------|---------------------------|
2. C1.1 Offer portion of Form of Offer & Acceptance
  3. C1.2 Contract Data Part 2: Data by Contractor
  4. C2.2 Price List

## T2.2 Returnable Schedules

|         |                                                                  |
|---------|------------------------------------------------------------------|
| T2.2-1  | Changes to tender documents                                      |
| T2.2-2  | Programme                                                        |
| T2.2-3  | Risk Elements                                                    |
| T2.2-4  | Availability of equipment and other resources                    |
| T2.2-7  | Management and CV's of key persons                               |
| T2.2-8  | Schedule of proposed Subcontractors/consultants                  |
| T2.2-9  | Insurance provided by the Contractor                             |
| T2.2-10 | Site Establishment requirements                                  |
| T2.2-14 | Authority to submit tender                                       |
| T2.2-15 | Certificate of attendance at tender clarification meeting        |
| T2.2-16 | Record of addenda to tender documents                            |
| T2.2-17 | Compulsory Enterprise Questionnaire                              |
| T2.2-20 | Quality Plan                                                     |
| T2.2-21 | Environmental Management Plan                                    |
| T2.2-22 | Health and Safety Plan                                           |
| T2.2-25 | Previous experience                                              |
| T2.2-27 | Broad-Based Black Economic Empowerment (BBBEE)                   |
| T2.2-31 | Supplier Code of Conduct                                         |
| T2.2-33 | Mutual Non-Disclosure Agreement                                  |
| T2.2-36 | RFP Declaration Form                                             |
| T2.2-37 | Method Statement                                                 |
| T2.2-38 | Declaration of Understanding (Environmental and Health & Safety) |
| T2.2-43 | RFP – Breach of Law                                              |
| T2.2-50 | Preference Points Claim Form                                     |
| T2.2-51 | Certificate of Acquaintance with the Tender Documents            |

## T2.2-1 : Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

**Do not return this schedule if no alternative tender is submitted.**

The Conditions of Tender state that the tenderer may:

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

| Document No. | Subject of the proposed change | Propose to change to: |
|--------------|--------------------------------|-----------------------|
|              |                                |                       |
|              |                                |                       |
|              |                                |                       |

Signed

Date

Name

Position

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 are no margins, text, or other markings on the paper.

|          |          |
|----------|----------|
| Signed   | Date     |
| Name     | Position |
| Tenderer |          |



#### T2.2-4 : Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Service Information, as well as the availability and details of ownership for each item.

[illegible]

Signed

Date

Name

Position

Tenderer



## T2.2-7 : Management & CV's of Key Persons – ECSC<sup>1</sup>

Please describe the management arrangements for the *works*.

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

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

### Attached submissions to this schedule:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

<sup>1</sup>NEC3 Engineering & Construction Short Contract (June 2005).





**T2.2-8 : Schedule of Proposed Subcontractors / sub consultants**

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / Sub consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

|    | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|----|--------------------------------------------|---------------------------|-----------------------------------------|
| 1. |                                            |                           |                                         |
| 2. |                                            |                           |                                         |
| 3. |                                            |                           |                                         |
| 4. |                                            |                           |                                         |

Signed

Date

Name

Position

Tenderer



## T2.2-9 : Insurance provided by the Contractor

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

| Insurance against<br>(See clause 83.2 of the TSC)                                                                                                                                                                                                                                                       | Name of Insurance<br>Company | Cover | Premium |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Loss of or damage caused by the Contractor to the Employer's property                                                                                                                                                                                                                                   |                              |       |         |
| Loss of or damage to Plant and Materials                                                                                                                                                                                                                                                                |                              |       |         |
| Loss of or damage to Equipment                                                                                                                                                                                                                                                                          |                              |       |         |
| The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service. |                              |       |         |
| Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract                                                                                                                                            |                              |       |         |
| (Other)                                                                                                                                                                                                                                                                                                 |                              |       |         |

Signed

Date

Name

Position

Tenderer

TENDER

FORM: PRO-FAT-0352 Rev00

Page 1 of 1

 Part T2: Returnable Schedules  
 T2.2-9: Insurance provided by the Contractor



## 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 of \_\_\_\_\_  
\_\_\_\_\_, 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



## T2.2-15 : Certificate of Attendance at Tender Clarification Meeting

This is to certify that

\_\_\_\_\_ (Tenderer)  
of \_\_\_\_\_ (address)

was represented by the person(s) named below at the compulsory tender clarification meeting

|           |                                                                                             |                      |
|-----------|---------------------------------------------------------------------------------------------|----------------------|
| Held at:  | Transnet Freight Rail (RME), Off Robert Sobukwe Road, Behind Transnet Park, Bellville-South |                      |
| On (date) | Friday 1 August 2014                                                                        | Starting time: 10:00 |

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Service Manager* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

### Particulars of person(s) attending the meeting:

|          |       |           |       |
|----------|-------|-----------|-------|
| Name     | _____ | Signature | _____ |
| Capacity | _____ |           |       |
| Name     | _____ | Signature | _____ |
| Capacity | _____ |           |       |

### Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

|          |       |             |       |
|----------|-------|-------------|-------|
| Name     | _____ | Signature   | _____ |
| Capacity | _____ | Date & time | _____ |

## T2.2-16 : Record of Addenda to Tender Documents

| We confirm 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 tender offer: |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Date                                                                                                                                                                                                  | Title or Details |
| 1                                                                                                                                                                                                     |                  |
| 2                                                                                                                                                                                                     |                  |
| 3                                                                                                                                                                                                     |                  |
| 4                                                                                                                                                                                                     |                  |
| 5                                                                                                                                                                                                     |                  |
| 6                                                                                                                                                                                                     |                  |
| 7                                                                                                                                                                                                     |                  |
| 8                                                                                                                                                                                                     |                  |
| 9                                                                                                                                                                                                     |                  |
| 10                                                                                                                                                                                                    |                  |

Attach additional pages if more space is required.

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |



## T2.2-17 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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: 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 5: Particulars of companies and close corporations

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .



**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                                                                           |                                                                               | Current                                     | Within last 12 months |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |

\*insert separate page if necessary



## Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service<br>(tick appropriate column) |                       |
|---------------------------------|-------------------------------------------------------------------------------|------------------------------------------------|-----------------------|
|                                 |                                                                               | Current                                        | Within last 12 months |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |
|                                 |                                                                               |                                                |                       |

\*insert separate page if necessary



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

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

- Attached submissions to this schedule:**

## Tenderer



## T2.2-21 Evaluation Schedule: Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
- 2) Transnet SOC Limited – HSE Policy,
- 3) ENV-STD-001 Rev 0 Construction Environmental Management Plan (CEMP); and
- 4) ENV-STD-002 Rev 0 Standard Environmental Specifications (SES).

2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
3. The tenderer must demonstrate the required level of expertise and experience to overall construction environmental management process.
4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.
5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.
6. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet **policy statements and environmental specifications**.

### Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer



## **T2.2-22 : Health and Safety Plan**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 00.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement





**Health, Safety Questionnaire**

|                                                                                                    |                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. SAFE WORK PERFORMANCE</b>                                                                    |                                                                                                                                                                                                                       |
| 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                                                                                                                            |
| <b>1B. Workers' Compensation Experience</b>                                                        |                                                                                                                                                                                                                       |
| 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?                                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                                                           |
| (Please provide letter of confirmation)                                                            |                                                                                                                                                                                                                       |
| <b>2. Citations</b>                                                                                |                                                                                                                                                                                                                       |
| 2A.                                                                                                | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details: |
|                                                                                                    |                                                                                                                                                                                                                       |
|                                                                                                    |                                                                                                                                                                                                                       |
|                                                                                                    |                                                                                                                                                                                                                       |
| 2B.                                                                                                | Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details:           |
|                                                                                                    |                                                                                                                                                                                                                       |
|                                                                                                    |                                                                                                                                                                                                                       |
|                                                                                                    |                                                                                                                                                                                                                       |

**3. Certificate of Recognition**

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_**4. Safety Program**Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

|                               | YES                      | NO                       | YES                       | NO                       |
|-------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|
| CORPORATE SAFETY POLICY       | <input type="checkbox"/> | <input type="checkbox"/> | EQUIPMENT MAINTENANCE     | <input type="checkbox"/> |
| INCIDENT NOTIFICATION POLICY  | <input type="checkbox"/> | <input type="checkbox"/> | EMERGENCY RESPONSE        | <input type="checkbox"/> |
| RECORDKEEPING & STATISTICS    | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT         | <input type="checkbox"/> |
| REFERENCE TO LEGISLATION      | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES       | <input type="checkbox"/> |
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PROCEDURES      | <input type="checkbox"/> |
| PROGRESSIVE DISCIPLINE POLICY | <input type="checkbox"/> | <input type="checkbox"/> | WORKPLACE INSPECTIONS     | <input type="checkbox"/> |
| RESPONSIBILITIES              | <input type="checkbox"/> | <input type="checkbox"/> | INVESTIGATION PROCESS     | <input type="checkbox"/> |
| PPE STANDARDS                 | <input type="checkbox"/> | <input type="checkbox"/> | TRAINING POLICY & PROGRAM | <input type="checkbox"/> |
| ENVIRONMENTAL STANDARDS       | <input type="checkbox"/> | <input type="checkbox"/> | COMMUNICATION PROCESSES   | <input type="checkbox"/> |
| MODIFIED WORK PROGRAM         | <input type="checkbox"/> | <input type="checkbox"/> |                           |                          |

**5. Training Program**5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

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

|                                                                                                                                                                                                                                         |                          |                          |                                 |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| <b>5B. Do you have a program for training newly hired or promoted supervisors?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, submit an outline for evaluation. Does it include instruction on the following: |                          |                          |                                 |                          |                          |
|                                                                                                                                                                                                                                         | Yes                      | No                       | Yes                             | No                       |                          |
| EMPLOYER RESPONSIBILITIES                                                                                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | SAFETY COMMUNICATION            | <input type="checkbox"/> | <input type="checkbox"/> |
| EMPLOYEE RESPONSIBILITIES                                                                                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | FIRST AID/MEDICAL PROCEDURES    | <input type="checkbox"/> | <input type="checkbox"/> |
| DUE DILIGENCE                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | NEW WORKER TRAINING             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY LEADERSHIP                                                                                                                                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | ENVIRONMENTAL REQUIREMENTS      | <input type="checkbox"/> | <input type="checkbox"/> |
| WORK REFUSALS                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT               | <input type="checkbox"/> | <input type="checkbox"/> |
| INSPECTION PROCESSES                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | PRE-JOB SAFETY INSTRUCTION      | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | DRUG & ALCOHOL POLICY           | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT INVESTIGATION                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> | PROGRESSIVE DISCIPLINARY POLICY | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFE WORK PROCEDURES                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY MEETINGS                                                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | NOTIFICATION REQUIREMENTS       | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>6. SAFETY ACTIVITIES</b>                                                                                                                                                                                                             |                          |                          |                                 |                          |                          |
| Do you conduct safety inspections?                                                                                                                                                                                                      |                          |                          |                                 |                          |                          |
|                                                                                                                                                                                                                                         | Yes                      | No                       | Weekly                          | Monthly                  | Quarterly                |
|                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/> | <input type="checkbox"/> |
| 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                 |
|                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you hold site meetings where safety is addressed with management and field supervisors?                                                                                                                                              |                          |                          |                                 |                          |                          |
|                                                                                                                                                                                                                                         | Yes                      | No                       | Weekly                          | Biweekly                 | Monthly                  |
|                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        | <input type="checkbox"/> | <input type="checkbox"/> |
| Is pre-job safety instruction provided before to each new task? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                |                          |                          |                                 |                          |                          |
| Is the process documented? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                     |                          |                          |                                 |                          |                          |
| Who leads the discussion?                                                                                                                                                                                                               |                          |                          |                                 |                          |                          |
| Do you have a hazard assessment process? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                       |                          |                          |                                 |                          |                          |
| <ul style="list-style-type: none"> <li>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?</li> </ul>     |                          |                          |                                 |                          |                          |
| 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?                                                           |                          |                          |                                 |                          |                          |
| <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                |                          |                          |                                 |                          |                          |
| How does your company measure its H&S success?                                                                                                                                                                                          |                          |                          |                                 |                          |                          |
| <ul style="list-style-type: none"> <li>Attach separate sheet to explain</li> </ul>                                                                                                                                                      |                          |                          |                                 |                          |                          |

**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              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vice President/Managing Director  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety Director/Manager           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| President/Chief Executive Officer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Incidents totaled by project             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotalled by superintendent          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotalled by foreman                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Costs totaled by project                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotalled by superintendent          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Subtotalled by foreman/general foreman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7D Does your company track non-injury incidents?

|                 | Yes                      | No                       | Monthly                  | Quarterly                | Annually                 |
|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Near Miss       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Property Damage | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Security        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Environmental   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 &amp; Safety program

| Name and Company | Address | Phone Number |
|------------------|---------|--------------|
|                  |         |              |
|                  |         |              |
|                  |         |              |

## T2.2-25 : Previous Experience

**Note to tenderers:**

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, (contact details and value of completed and ongoing contracts).

**Index of documentation attached to this schedule:**

[illegible]

Signed

Date \_\_\_\_\_

Name

Position

Tenderer





## T2.2-27: Broad-Based Black Economic Empowerment (B-BBEE)

### B-BBEE and preferencing scheme:

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 90/10 preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a valid B-BBEE verification Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry) and IRBA (Independent Regulatory Board for Auditors).

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

**All certificates are to display the BBBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA number.**

Enterprises will be rated by such agencies based on the following:

| Scorecard Types                       | Exempted Micro Enterprise                                      | Qualifying Small Enterprise                                        | Generic Construction             |
|---------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------|
| Discipline                            | Parameters are based on annual turnover of the Measured Entity |                                                                    |                                  |
| Contractor                            | Annual turnover between R10 million and R50 million            | Annual turnover > R 10 million and equal to or , < R 50 million    | Annual turnover > R 50 million   |
| Built Environment Professionals (BEP) | Annual turnover < R 1,5 million                                | Annual turnover > R 1,5 million and equal to or , < R 11,5 million | Annual turnover > R 11,5 million |





**a) Large Enterprises**

- Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE**

- Rating level based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises –**

- EMEs are exempted from B-BBEE verification as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Woman Ownership and B-BBEE status level.

In addition to the above, a trust, consortium or joint venture will qualify for its B-BBEE status level **only** if such consortium or joint venture submits a **consolidated** B-BBEE status certificate which covers the consortium or joint venture as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such level verification.

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 Tender.

Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consulting , A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE



status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

Respondents will be required to furnish proof to Transnet (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

1. The Accounting Officer's or Registered Auditor's letter head with full contact details;
2. The Accounting Officer's or Registered Auditor's practice numbers;
3. The name and the physical location of the measured entity;
4. The registration number and, where applicable, the VAT number of the measured entity;
5. The date of issue and date of expiry;
6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
7. The total black shareholding and total black female shareholding.

Turnover:

Kindly indicate your company's annual turnover for the past year

ZAR.....

- For Contractors:
  - If annual turnover >R10m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor, together with all the relevant score sheets pertaining thereto;
  - If annual turnover <R10m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.
- For BEPs:
  - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
  - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or



similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the accreditation certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

**1. Instructions for registration and obtaining a DTI B-BBEE Profile:**

1. Go to <http://bee.thedti.gov.za>;
2. Click on B-BBEE Registry;
3. Click on *Register or Login*;
4. Click on *Click Here to Register*;
5. Complete the registration page;
6. Once registered, click on *List on Registry*;
7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

Signed

Date

Name

Position

Tenderer



## T2.2-31 : 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 (insert name of Company)  
Board of Directors)

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature





## T2.2-33 : Mutual Non-Disclosure Agreement

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

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

**Transnet SOC Ltd** (Registration No. 1990/000900/06), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of **SUPPLY AND ERECT FORMWORK IN THE GREATER CAPE TOWN AREA** ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

"**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

### 3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;



- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

#### **4. Non-Disclosure of Confidential Information**

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

#### **5. Promotion of Access to Information Act, No.2 of 2000**

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will



entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

#### **6. Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

#### **7. Mandatory Disclosure**

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

#### **8. Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

#### **9. No License Granted**

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.



## **10. No Representations**

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

## **11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

## **12. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

## **14. Disputes**

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

## **15. Remedies**

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be



entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

|          |             |          |             |
|----------|-------------|----------|-------------|
| Signed   | <div></div> | Date     | <div></div> |
| Name     | <div></div> | Position | <div></div> |
| Tenderer | <div></div> |          | <div></div> |





## Supplier Declaration Form

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company as a Transnet vendor. We would like to take this opportunity to welcome you as a potential vendor and request that you assist with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. Original cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29/CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1/CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
9. If the income for the previous financial year was less than R1 million the company must submit a signed and certified letter from the Accountant/Auditor stating this.

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

### IMPORTANT NOTES:

- a) **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
- b) **If your annual turnover exceeds R10 million**, and you claim a specific BEE level, please include your BEE certificate in your submission as confirmation of your status.
- c) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

Regards,

Transnet Procurement Management





## SUPPLIER DECLARATION FORM

|                                                                |    |               |         |                |                 |
|----------------------------------------------------------------|----|---------------|---------|----------------|-----------------|
| Company Trading Name                                           |    |               |         |                |                 |
| Company Registered Name                                        |    |               |         |                |                 |
| Company Registration Number Or ID Number If A Sole Proprietor  |    |               |         |                |                 |
| Form of entity                                                 | CC | Trust         | Pty Ltd | Limited        | Sole Proprietor |
| VAT number (if registered)                                     |    |               |         |                |                 |
| Company Telephone Number                                       |    |               |         |                |                 |
| Company Fax Number                                             |    |               |         |                |                 |
| Company E-Mail Address                                         |    |               |         |                |                 |
| Company Website Address                                        |    |               |         |                |                 |
| Postal Address                                                 |    |               |         |                |                 |
| Physical Address                                               |    |               |         |                |                 |
| Contact Person                                                 |    |               |         |                |                 |
| Designation                                                    |    |               |         |                |                 |
| Telephone                                                      |    |               |         |                |                 |
| Email                                                          |    |               |         |                |                 |
| Annual Turnover Range (Last Financial Year)                    |    | < R10 Million |         | R10-50 million |                 |
| Does Your Company Provide                                      |    | Products      |         | Services       |                 |
| Area Of Delivery                                               |    | National      |         | Provincial     |                 |
| Is Your Company A Public Or Private Entity                     |    |               |         | Public         |                 |
| Does Your Company Have A Tax Directive Or IRP30 Certificate    |    | Yes           |         | No             |                 |
| Main Product Or Service Supplied (E.G.: Stationery/Consulting) |    |               |         |                |                 |

| BEE Ownership Details                                        |                         |                               |  |
|--------------------------------------------------------------|-------------------------|-------------------------------|--|
| % Black Ownership                                            | % Black women ownership | % Disabled person/s ownership |  |
| Does your company have a BEE certificate                     | Yes                     | No                            |  |
| What is your broad based BEE status (Level 1 to 8 / Unknown) |                         |                               |  |
| How many personnel does the firm employ                      | Permanent               | Part time                     |  |

|                                                 |  |
|-------------------------------------------------|--|
| Name of person procuring your services/products |  |
| Contact number                                  |  |
| Transnet operating division                     |  |

| Duly Authorised To Sign For And On Behalf Of Firm / Organisation |             |
|------------------------------------------------------------------|-------------|
| Name                                                             | Designation |
| Signature                                                        | Date        |

| Stamp And Signature Of Commissioner Of Oath |               |
|---------------------------------------------|---------------|
| Name                                        | Date          |
| Signature                                   | Telephone No. |

**NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods**



## T2.2-36 : RFP DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP 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 bid 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" overleaf).
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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

|                                                          |             |
|----------------------------------------------------------|-------------|
| For and on behalf of<br>.....<br>duly authorised thereto | AS WITNESS: |
| Name:                                                    | Name:       |
| Position:                                                | Position:   |
| Signature:                                               | Signature:  |
| Date:                                                    |             |
| Place:                                                   |             |



**T2.2-38 : DECLARATION OF UNDERSTANDING**

|                      |                                                                |                     |                           |
|----------------------|----------------------------------------------------------------|---------------------|---------------------------|
| <b>PROJECT NAME:</b> | <b>SUPPLY AND ERECT FORMWORK IN THE GREATER CAPE TOWN AREA</b> | <b>DOCUMENT NO:</b> | <b>001</b>                |
| <b>PROJECT NO:</b>   | <b>CPT 4121780160.012</b>                                      | <b>DATE:</b>        |                           |
| <b>CONTRACTOR:</b>   |                                                                | <b>CONTRACT NO:</b> | <b>CPT 4121780160.012</b> |

I,

*(Name)*

*(Designation)*

*(Representing)*

Declare that I have read and understood the contents of the Standard Environmental Specification (TCP-EM-STD-001, the Construction Environmental Management Plan (TCP-EM-STD-002) and the Occupational Health & Safety Act and Regulations.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

|            |           |      |
|------------|-----------|------|
| Signed     | Signature | Date |
| Place      |           |      |
| Witness 1: | Signature | Date |
| Witness 2: |           |      |



## T2.2-43 : 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 Respondent 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 Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



### **T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SDB 6.1)**

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

#### **1. INTRODUCTION**

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

#### **2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status 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;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R10 [ten] million or less;





- 2.10 **"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 and 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;
- 2.11 **"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;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"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;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or 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;
- 2.16 **"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 Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"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
- 2.18 **"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 for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 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 will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder 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 will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall 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 [Maximum 10] |
|------------------------------------|-------------------------------|
| 1                                  | 10                            |
| 2                                  | 9                             |
| 3                                  | 8                             |
| 4                                  | 5                             |
| 5                                  | 4                             |
| 6                                  | 3                             |
| 7                                  | 2                             |
| 8                                  | 1                             |
| Non-compliant contributor          | 0                             |

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs 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 Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 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.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above 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 an Accounting Officer as contemplated in the Close Corporation Act.

### 5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? ..... %
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? ..... YES/NO

### 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
  - (ii) VAT registration number.....
  - (iii) Company registration number.....
  - (iv) Type of Company / Firm
    - ☐ Partnership/Joint Venture/Consortium
    - ☐ One person business/sole propriety
    - ☐ Close Corporations
    - ☐ Company (Pty) Ltd
- [TICK APPLICABLE BOX]



(v) Describe Principal Business Activities

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

(vi) Company Classification

- ☐ Manufacturer  
☐ Supplier  
☐ Professional Service Provider  
☐ Other Service Providers, e.g Transporter, etc  
[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....



**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) 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, Transnet 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, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1.

.....

2.

.....

SIGNATURE OF BIDDER

COMPANY NAME: .....

ADDRESS:.....

.....

.....

DATE: .....



## **T2.2-51 : Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

---

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
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 RFP/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 Bid 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 Bid, I/we understand that the word "competitor" shall include any individual or organisation, 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 Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
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 Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or





f) bidding with the intention not winning the Bid.

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 RFP relates.
8. 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.
9. I/We am/are 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. In addition, bidders that submit suspicious bids 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 at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

## 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:

#### SUPPLY AND ERECT FORMWORK IN THE GRWEATER CAPE TOWN AREA

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

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

|                                                                   |    |
|-------------------------------------------------------------------|----|
| The offered total of the Prices exclusive of VAT is               | NA |
| Value Added Tax @ 14% is                                          | NA |
| The offered total of the Prices inclusive of VAT is<br>(in words) | NA |
|                                                                   |    |

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:**

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  
Bellville Square, off Robert Sobukewe Road  
Behind Transnet Park, Bellville South

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.



### Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

#### For the tenderer:

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

#### For the Employer

Transnet SOC Ltd

Belville Square, off Robert Sobukwe Road  
Behind Transnet Park, Bellville South

## C1.2 Contract Data

### Part one - Data provided by the Employer

| Clause | Statement                                                                               | Data                                                                                                              |
|--------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 1      | General                                                                                 |                                                                                                                   |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                                                                   |
|        | dispute resolution Option                                                               | E: Cost reimbursable contract                                                                                     |
|        | and secondary Options                                                                   | W1: Dispute resolution procedure                                                                                  |
|        |                                                                                         | X17: Low service damages                                                                                          |
|        |                                                                                         | X19: Task Order                                                                                                   |
|        | of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amendments June 2006)   |                                                                                                                   |
| 10.1   | The Employer is:                                                                        | Transnet SOC Ltd                                                                                                  |
|        | Address                                                                                 | Registered address:<br>Carlton Centre<br>150 Commissioner Street<br>Johannesburg                                  |
|        | Having elected its Contractual Address for the purposes of this contract as             | Transnet Freight Rail RME<br>Bellville Square<br>Off Robert Sobukwe Rd<br>Behind Transnet Park<br>Bellville South |
|        | Tel No.                                                                                 | Postal Address:<br>P.O. Box 338<br>Kasselsvlei<br>7535                                                            |
|        | Fax No.                                                                                 | (021) 940 1800<br>(021) 940 1940                                                                                  |
| 10.1   | The Service Manager is (name):                                                          | Fred Croft                                                                                                        |
|        | Address                                                                                 | Bellville Square, off Sobukwe Rd<br>Behind Transnet Park, Bellville South                                         |
|        | Tel                                                                                     | (021) 940 1800                                                                                                    |

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Fax

(021) 940 1940

e-mail

Fred.croft@transnet.net

|          |                                                             |                                                                                                                                                   |
|----------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(2)  | The Affected Property is                                    | Various sites within the Western Cape                                                                                                             |
| 11.2(13) | The service is                                              | Supply and erect formwork in the greater Cape Town area                                                                                           |
| 11.2(14) | The following matters will be included in the Risk Register | 1. Operational Areas                                                                                                                              |
| 11.2(15) | The Service Information is in                               | The Scope of Services                                                                                                                             |
| 12.2     | The law of the contract is the law of                       | the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.                                                           |
| 13.1     | The language of this contract is                            | English                                                                                                                                           |
| 13.3     | The period for reply is                                     | 1 week                                                                                                                                            |
| 2        | <b>The Contractor's main responsibilities</b>               | (If the optional statement for this section is not used, no data will be required for this section)                                               |
| 3        | <b>Time</b>                                                 |                                                                                                                                                   |
| 30.1     | The starting date is.                                       | Contract Date                                                                                                                                     |
| 30.1     | The service period is                                       | 12 (twelve) months                                                                                                                                |
| 4        | <b>Testing and defects</b>                                  | No additional data is required for this section of the <i>conditions of contract</i> .                                                            |
| 5        | <b>Payment</b>                                              |                                                                                                                                                   |
| 50.1     | The assessment interval is                                  | 25 <sup>th</sup> (twenty fifth) day of each successive month.                                                                                     |
| 51.1     | The currency of this contract is the                        | ZAR                                                                                                                                               |
| 51.2     | The period within which payments are made is                | Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received. |
| 51.4     | The interest rate is                                        | the prime lending rate of the Standard Bank South Africa.                                                                                         |
| 6        | <b>Compensation events</b>                                  | (If the optional statement for this section is not used, no data will be required for this section)                                               |
| 7        | <b>Use of Equipment Plant and Materials</b>                 | No additional data is required for this section of the <i>conditions of contract</i> .                                                            |
| 8        | <b>Risks and insurance</b>                                  |                                                                                                                                                   |



|      |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                        |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80.1 | These are additional <i>Employer's</i> risks                                                                                                                                                                                                                                                                                                                                | Working in various operational areas.<br>Exposure to extreme weather elements such as wind and rain.<br>Setting out errors<br>Delays due to waiting for access or surveyor to set out. |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is                                                                                                                                                                                                                                      | Replacement value of the damaged asset                                                                                                                                                 |
| 83.1 | The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:                                                                                                                                                                                                                                                                | Replacement value of the damaged asset                                                                                                                                                 |
| 83.1 | The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is: | Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.                                                     |
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:                                                                                                                                      | The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.                          |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                        |
|      | 1 Insurance against:                                                                                                                                                                                                                                                                                                                                                        | Loss of or damage to the works, Plant and Materials is as stated in the Blanket Principal Controlled Insurance policy for Contract Works/ Public Liability.                            |
|      | Cover / indemnity is:                                                                                                                                                                                                                                                                                                                                                       | to the extent as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability                                                                     |

The deductibles are: as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

Insurance against: Loss of or damage to property (except the works, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

Cover / indemnity is: Is to the extent as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

The deductibles are: as stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

83.1 The *Contractor* provides these additional insurances.

- 1 Insurance against:
1. Insurance against loss of or damage to the Equipment / machines utilised for the performance of the contract works during the contract period.
  2. Liability insurance in excess of the limit of Contract Works Liability insurance arranged by the Employer.
  3. The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
  4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5,000,000.

5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original or a certified copy of the original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker policies provide the full coverage as required. The original policy will be returned to the Contractor.

|            |                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>9</b>   | <b>Termination</b>                                                                                                                                                                                                                                                                  | There is no Contract Data required for this section of the <i>conditions of contract</i> .                                                                                                                     |
| <b>10</b>  | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                |
| <b>E</b>   | <b>Cost reimbursable contract</b>                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                |
| 20.4       | The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than                                                                                                                                                                | 4 weeks.                                                                                                                                                                                                       |
| <b>11</b>  | <b>Data for Option W1</b>                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                |
| W1.1       | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                                                                    | Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> . |
| W1.2(3)    | The <i>Adjudicator nominating body</i> is:<br>If no <i>Adjudicator nominating body</i> is entered, it is                                                                                                                                                                            |                                                                                                                                                                                                                |
| W1.4(2)    | The <i>tribunal</i> is:                                                                                                                                                                                                                                                             | The Association of Arbitrators (Southern Africa)<br>Arbitration                                                                                                                                                |
| W1.4(5)    | The <i>arbitration procedure</i> is<br><br>The place where arbitration is to be held is<br><br>The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)<br>Cape Town<br><br><br><br>The Chairman of the Association of Arbitrators (Southern Africa)                     |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                                                                                                                                                                                                                            |                                                                                                                                                                                                                |
| <b>X17</b> | <b>Low service damages</b>                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                |
| X17.1      | The <i>service level table</i> is in                                                                                                                                                                                                                                                | Part C3                                                                                                                                                                                                        |

| <b>X19</b> | <b>Task Order</b>                                                                                                                   |
|------------|-------------------------------------------------------------------------------------------------------------------------------------|
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within <b>2 days of receiving the Task Order</b> |



# C1.2 Contract Data

## Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete.

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

| Clause   | Statement                                                                                                                                                                                                        | Data                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 10.1     | The Contractor is (Name):<br><br>Address<br><br>Tel No.<br><br>Fax No.                                                                                                                                           |                                                                   |
| 11.2(8)  | The direct fee percentage is<br><br>The subcontracted fee percentage is                                                                                                                                          | <br>_____%<br><br>_____%                                          |
| 11.2(14) | The following matters will be included in the Risk Register                                                                                                                                                      | T2.2-3                                                            |
| 11.2(15) | The Service Information for the Contractor's plan is in:                                                                                                                                                         | Part C3                                                           |
| 24.1     | The key persons are:<br><br>1 Name:<br><br>Job:<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience:<br><br>2 Name:<br><br>Job:<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience: |                                                                   |
|          |                                                                                                                                                                                                                  | CV's (and further key person's data including CVs) are in T2.2-7. |

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009



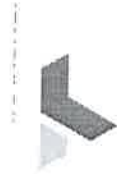
| E Cost reimbursable contract |                             |      |
|------------------------------|-----------------------------|------|
| 11.2(12)                     | The <i>price list</i> is in | C2.2 |





**PART C2: PRICING DATA**

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option E | 1           |
| C2.2               | Price List                     | 3           |



## C2.1 Pricing instructions: Option E

### 1.1 The conditions of contract

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

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

#### Identified 11

#### and defined

#### terms

11.2 (18) The Price for Services Provided to Date is the Defined Cost which the Contractor has paid plus the Fee.

(21) The Prices are the amounts stated in the Price column of the Price List. If no Price List is included, the Prices are the Defined Cost plus the Fee.

### 1.3 Measurement and Payment

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

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

1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

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

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



## C2.2 Price List

| Item No. | Description                                                                                       | Unit                     | Rate |
|----------|---------------------------------------------------------------------------------------------------|--------------------------|------|
| <b>1</b> | <b>Establishment from your base station to i.e. Cape Town</b>                                     |                          |      |
| 1.1      | Cape Town                                                                                         | Sum                      |      |
| 1.2      | Including 100km radius                                                                            | Sum                      |      |
| 1.3      | Bellville                                                                                         | Sum                      |      |
| 1.4      | Including 100km radius                                                                            | Sum                      |      |
|          |                                                                                                   |                          |      |
| <b>2</b> | <b>Travelling per km from your base station to i.e. De Aar, Kimberley etc.:</b>                   |                          |      |
| 2.1      | Cape Town                                                                                         | km                       |      |
| 2.2      | Including 100km radius                                                                            | km                       |      |
| 2.3      | Bellville                                                                                         | km                       |      |
| 2.4      | Including 100km radius                                                                            | km                       |      |
|          |                                                                                                   |                          |      |
| <b>3</b> | <b>Rough formwork to sides</b>                                                                    |                          |      |
| 3.1      | Supply and erect rough formwork to sides – rate to include for all propping, stays and supports.  | m <sup>2</sup>           |      |
| 3.2      | Hire of rough side formwork.                                                                      | Per m <sup>2</sup> /week |      |
|          |                                                                                                   |                          |      |
| <b>4</b> | <b>Smooth formwork to sides</b>                                                                   |                          |      |
| 4.1      | Supply and erect smooth formwork to sides – rate to include for all propping, stays and supports. | m <sup>2</sup>           |      |
| 4.2      | Hire of smooth side formwork.                                                                     | Per m <sup>2</sup> /week |      |



| Item No. | Description                                                                                                                                                                               | Unit                     | Rate |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------|
| <b>5</b> | <b>Rough Soffit formwork</b>                                                                                                                                                              |                          |      |
| 5.1      | Supply and erect rough soffit formwork to sides – rate to include for all propping, stays and supports.                                                                                   | m <sup>2</sup>           |      |
| 5.2      | Hire of rough soffit formwork.                                                                                                                                                            | Per m <sup>2</sup> /week |      |
| <b>6</b> | <b>Smooth Soffit formwork</b>                                                                                                                                                             |                          |      |
|          | Supply and erect smooth soffit formwork to sides – rate to include for all propping, stays and supports.                                                                                  | m <sup>2</sup>           |      |
|          | Hire of rough soffit formwork.                                                                                                                                                            | Per m <sup>2</sup> /week |      |
| <b>7</b> | <b>Special Formwork</b>                                                                                                                                                                   |                          |      |
| 7.1      | Supply and erect special formwork including stairs, circular forms, beams and columns – rate to include for all propping, stays and supports.                                             | m <sup>2</sup>           |      |
| 7.2      | Hire of special formwork.                                                                                                                                                                 | Per m <sup>2</sup> /week |      |
| <b>8</b> | <b>Access scaffold</b>                                                                                                                                                                    |                          |      |
| 8.1      | Supply and erect all access scaffold necessary to erect the formwork and provide access to persons placing and working concrete. Scaffold to comply with all requirements of regulations. | m <sup>2</sup>           |      |
| 8.2      | Hire of access scaffold.                                                                                                                                                                  | per m <sup>2</sup> /week |      |
| <b>9</b> | <b>Engineering Services</b>                                                                                                                                                               |                          |      |
| 9.1      | Supply Engineers certificate (when required) for work carried out.                                                                                                                        | Hr                       |      |



| Item No. | Description                                         | Unit     | Rate |
|----------|-----------------------------------------------------|----------|------|
| 10       | Sale by loss                                        |          |      |
| 10.1     | Provisional sum to cover material loss during hire. | prov sum |      |



## Part 3 : Scope of Work

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## C3.1 Works Information

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## 1. Description of the Works

### 1.1 Executive Overview

The *Works* covers supply and erect formwork on an as and when required basis as per Task Order.

And any work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the works in accordance with the true meaning and intent of the contract document.

### 1.2 Employer's Objectives

The objective of the procurement is to appoint a specialist *Contractor* to supply and erect formwork including structural sign-offs (when required) in the greater Cape Town area as *TFR (RME)* civils do not have the resources to conduct these tasks.

All work to be carried out by a competent *Contractor*. The tenderers will therefore be evaluated on specific qualities such as: previous experience on similar projects, high standard of quality control on tolerances and finishing and conformance to standards as well as the implementation of Quality Control holding points for inspection by *TFR (RME)*.

Health and Safety specific to the erection of formwork, levels of expertise of the staff, thorough method statements on how the work will be carried out and detailed production rates will also form part of the tenderers submission.

### 1.3 Interpretation and Terminology

If required include here definitions additional to those used in the conditions of contract which are required only for the purpose of making the Works Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation                            |
|--------------|--------------------------------------------------------------|
| BBBEE        | Broad Based Black Economic Empowerment                       |
| CEMP         | Construction Environmental Management Plan                   |
| COIDA Act    | The Compensation for Occupation Injuries and Deceases Act    |
| CSHEO        | <i>Contractor's</i> Safety, Health and Environmental Officer |
| SM           | Service Manager                                              |
| DTI          | Department of Trade and Industry                             |



| Abbreviation | Meaning given to the abbreviation                  |
|--------------|----------------------------------------------------|
| DGN          | Filename extension for Microstation Drawings       |
| DWG          | Filename extension for Autocad Drawings            |
| EDMS         | Electronic Document Management System              |
| EO           | Environmental Officer                              |
| HSR          | Health and Safety Representative                   |
| PES          | Project Environmental Specifications               |
| PHA          | Preliminary Hazard Assessment                      |
| PSPM         | Project Safety Program Manager                     |
| PSSM         | Project Site Safety Manager                        |
| QA           | Quality Assurance                                  |
| QC           | Quality Control                                    |
| SANS         | South African National Standards                   |
| SASRIA       | South African Special Risks Insurance Association  |
| SES          | Standard Environmental Specification               |
| SHE          | Safety, Health and Environment                     |
| SHEC         | Safety, Health and Environment Co-ordinator        |
| SHEO         | Safety, Health and Environmental Officer           |
| SIP          | Site Induction Programme                           |
| SMP          | Safety Management Plan                             |
| SSRC         | Site Safety Review Committee                       |
| IPAS DM      | Primary software tool used for Document Management |



## 2. Management and Start Up

### 2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Service Manager's* request. It is envisaged that at least one monthly contract management meeting will be held. The *Contractor* will also be required to attend a safety meeting once a month. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) Sub-*Contractor* management, and health, environmental and safety issues at such meetings.

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

### 2.2 Documentation Control

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

### 2.3 Safety Risk Management

#### 2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification HAS-STD-001, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the Act no. 6 of 1983, in their entirety.

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

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-*Contractor* which



he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.

- (e) The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-*Contractor*.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification HAS-STD-001, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Service Manager*:
  - documentary proof of his procedural compliance with the Act, and
  - particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification HAS-STD-001.
  - The *Contractor's* Health and Safety Program will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

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

#### 2.3.2 Hazard identification and risk assessment

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

#### 2.3.3 Substance abuse

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

#### 2.3.4 Safety meetings





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

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

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

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

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

## 2.4 Environmental Constraints and Management

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

- Construction Environmental Management Plan – ENV-EM-M-002 (CEMP)
- Standard Environmental Standard – ENV-EM-STD-001 (SES)
- Project Environmental Specification (PES)

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

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

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

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

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



#### USE OF CEMENT & CONCRETE:

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

#### NOISE POLLUTION:

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

#### Dust Control

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

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

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

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

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

## **2.5 Quality Management System**

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Service Manager* for approval. Site Access will not be permitted until the QCP is to the *Service Managers* satisfaction.

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





## **2.6 Contractor's Management, Supervision and Key People**

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

## **2.7 Insurance Provided by the Employer**

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

## **2.8 Contract Change Management**

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

No additional requirements apply to TSC3 Clause 60 series.



### 3. Engineering and the *Contractor's* Design

#### 3.1 Employer's Design

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

- Works Information
- Technical specifications

#### 3.2 Parts of the Works which the *Contractor* is to Design

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

- All temporary works
- All other items required for the works

#### 3.3 Procedure for Submission and Acceptance of *Contractor's* Design

3.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Service Manager* for review and acceptance.

The *Contractor* shall submit to the *Service Manager* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Service Manager* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Service Manager* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Service Manager*. All such materials then require the approval of the *Service Manager*. The costs of the tests shall be borne by the *Contractor*.

The *Service Manager's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

#### 3.4 Equipment required to be included in the *works*

3.4.1 None



## 4. Procurement

### 4.1 The Contractor's Invoices

- 4.1.1 When the *Service Manager* certifies payment (see TSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 4.1.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 4.1.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd
  - Transnet Limited VAT No: 4720103177
  - Invoice number
  - The *Contractor's* VAT Number
  - The Contract number CPT 4121780160.012

4.1.4 The invoice contains supporting detail.

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

4.1.6 Invoices submitted by post are addressed to:  
Transnet Freight Rail (RME)  
P.O. Box 338  
Kasselsvlei  
7533

For the attention of Adriano Striglia Transnet Freight Rail (RME)

4.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail TFR (RME)  
Off Robert Sobukwe Road  
Behind Transnet Park  
Bellville South

For the attention of Adriano Striglia, Transnet Freight Rail (RME)

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



## 4.2 People

### 4.2.1 BBBEE and 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 Empower recognition levels and score preferencing points are as follows:

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

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

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

*Contractors* claiming Preference Points must submit together with the tender document their BEE verification certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS). Despite this provision, all verification certificates issued by non-accredited verification agencies before 31 January 2010 will remain valid for 12 month from the date of issue (Refer Government Gazette Notice No. 810 of 2009 – 31 July 2009).

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the *Contractor's* scorecard components at any stage from the date of close of the tenders until completion of the contract.



## 4.3 Subcontracting

### 4.3.1 Preferred *Sub-Contractors*

The *Contractor* shall not appoint or bring *Sub-Contractors* onto site without the prior approval of the *Service 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 accepted *Sub-Contractor's* list without prior approval of the *Service Manager*.

4.3.2 These teams may vary between different projects and to avoid delays the contractor should furnish details of all persons expected to be working on these projects and the Project manager should inform the contractor of upcoming projects at least two weeks prior to commencement.

4.3.3 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his *Sub-Contractors* under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Service Manager*.

## 4.4 Plant and Materials

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Service Manager*.

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

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

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

## 4.5 Marking Plant and Materials outside the Working Areas

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



## 5. Construction

### 5.1 Temporary works, Site Services & Construction Constraints

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

The sites are at various locations within the Greater Cape Town area. The various sites are accessible by road. The *Contractor* shall organise the work to cause the least possible inconvenience to any operations at the various sites. Access to adjacent areas shall be maintained at all times.

The *Contractor* shall ensure the safe passage of traffic to and around the various sites at all times. This shall entail the provision of protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed without written approval from the *Service Manager*.

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

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

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

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

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

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

#### 5.1.3 Health and safety facilities on Site

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





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

#### 5.1.4 Materials from Demolition and Excavation

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

#### 5.1.5 Cooperating with and Obtaining Acceptance of Others

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

#### 5.1.6 Publicity and Progress Photographs

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

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

#### 5.1.7 Contractor's Equipment

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

The tender should include all tools and equipment required for the completion of the *Works*.

#### 5.1.8 Equipment Provided by the Employer

No equipment will be provided by the *Employer*.

#### 5.1.9 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

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



#### 5.1.10 Facilities Provided by the *Employer*

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

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

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

#### 5.1.11 Facilities Provided by the *Contractor*

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

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

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

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials unless these materials form part of the formwork or scaffold that has been erected and is on hire to TFR (RME). The *Contractor* will not be required to provide any facilities for the use of the *Service Manager*.

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

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

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

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

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

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



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

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

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

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

#### 5.1.14 Giving notice of work to be covered up

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

#### 5.1.15 Restoring of work site

The site must be cleaned and cleared of all facilities and released material within 72 hours after completion of all the work that will form part of the final handing over.

#### 5.1.16 As per Task Order

## 5.2 Completion, Testing, Commissioning and Correction of Defects

### 5.2.1 The Work to be done by the Completion Date

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

### 5.2.2 Materials facilities and samples for tests and inspections

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

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

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



## 6. Plant and Materials Standards and Workmanship

### 6.1 Scope

The Contract is for the supply of all supervision, labour, plant, equipment and materials to complete the *Works* which comprises of any concrete cutting or coring of structures within the Transnet facilities.

The works to be carried out by the *Contractor* shall include, but not be limited to the following items of work as summarised below:

- Supply and erect formwork
- Supply and erect all propping, stays and all other items necessary to complete the formwork to a standard that it will not deviate from the specified tolerances when concrete is cast in the forms.
- Supply access scaffold (where required) to carry out the erection of formwork and casting of concrete.
- Establishment and de-establishment of all plant, materials and equipment required to carry out the works.
- Applying release agents to formwork.
- Lining and plumbing of all formwork to within specified tolerances.
- Supply engineering services to sign off formwork and supports and issue stability certificates (when required).

### 6.2 Supporting Specifications

In so far as they can be applied, and where they are not inconsistent with the terms of Specification, the latest amendment of the relevant parts of SANS 1200 G shall be regarded as being embodied in the specification.

The *Contractor* shall supply full details of the transport system and manner of disposal at the time of each Task Order. Each and every load removed from site shall have a disposal certificate from a registered disposal site.

### 6.3 Safe working access

The *Contractor* shall specify and submit with every Task Order the type and quality of safe access to be provided for approval by the *Service Manager*.

All scaffolding erected by the *Contractor* is to be tagged "safe for use" by a duly authorised person from the *Contractor*.

The *Contractors* designated works area will also be required to be demarcated and access allowed based on site specific conditions.



## 6.4 Plant

All plant used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements.

## 6.5 Construction Equipment

All equipment, scaffolding, mobi-lifts, scissor lifts, cherry pickers or any other equipment necessary shall be supplied by the *Contractor* to successfully execute every Task Order to completion.

All tools, test equipment, i.e. wind-speed indicators etc. shall be supplied by the *Contractor*. Quality sheets shall be provided by the *Contractor* prior to commencement of provisional acceptance certificate.

## 6.6 Information to be obtained from site

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

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

## 6.7 Disposal of discarded material

All discarded material shall be disposed of at an approved waste disposal site. No material may be dumped at the various sites.

## 6.8 Daily site diary and site instruction book

The *Contractor* shall provide an A4 size triplicate book to be used as a Daily Diary for the duration of the Contract. The *Service Manager* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis.

In addition to this the *Contractor* shall provide an A4 size triplicate book to act as Site Instruction Book. The *Service Manager* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis. Only the *Service Manager* or his delegated representative will have the authority to issue site instructions to the *Contractor*.

An daily inventory of all the contractor's material on site that is on hire to *TFR (RME)* is to be kept per site and no sale by loss's will be paid for items that are not listed in this inventory. The inventory is to include the description of the item, the delivery date, the return date and sign off by persons appointed by the contractor and TFR (RME).





## 6.9 Technical Requirements

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

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

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

## 6.10 Provisional sum per Task Order to cover losses

A provisional sum of R 20 000.00 per task order (or project) will be made available and used in the event of items on hire being lost or stolen on site.

## 6.11 Site Conditions

The *Contractor* must take cognizance of the following (which may vary as per Task Order):

- Moving machinery, etc. will be in operation.
- A work method statement detailing the approach method that will be adopted as per Task Order.
- A program detailing the various activities required to complete the works as per Task Order

## 6.12 Performance Parameters

Setting out pegs/marks indicating positions of structures will be supplied by *TFR (RME)* civils but the lining, squaring and plumbing as well as tolerance accuracies will be the responsibility of the contractor and *TFR (RME)* will conduct checks but not accept responsibility for formwork erected by the contractor.

The contractor is to submit production rates for the billed items for formwork and scaffolding in m2/week and penalties will apply if these production rates are not adhered to.

## 6.13 Penalties

On receipt of a Task Order the *Contractor* must confer with the *Service Manager* who will advise him of the construction period which will be allowed, this will include a start and finish date. This period will be confirmed by the *Service Manager* in writing and any delay to the completion period will result in penalties to the value of R 1000.00 per day being applied.





## 7. Schedule of Drawings

Drawings will be supplied to the *Contractor* if necessary as per Task Order.



## Task Order

**Contract Description** : SUPPLY AND ERECT FORMWORK WITHIN THE GREATER  
CAPE TOWN AREA FOR A PERIOD OF TWELVE MONTHS

**Contract Number** : CPT 4121780160.012  
**Task Order Number** :  
**Project Number** : CPT 4121780160.012

**Employer** : Transnet SOC Ltd  
(Registration No. 1990/000900/30), a juristic person incorporated in  
terms of the Company Laws of the Republic of South Africa, with its  
registered office at Carlton Centre, 150 Commissioner Street,  
Johannesburg, Republic of South Africa.

**Contractual Address** : Transnet Freight Rail RME  
Bellville Square  
Robert Sobukwe Road  
Bellville South

**Service Manager** :  
**Contractor** :

**1. Task**

The Task is: .....

**2. Deliverables**

**3. Programme**

Task Starting Date :  
Task Completion Date :



4. The *Contractor's* Invoices

4.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the following procedure for invoicing submission. The invoice must correspond to the *Service Manager* assessment of the amount due to the *Contractor*. The *Contractor* shall familiarise himself with the Payment and Invoicing requirements set out below, and comply with it in all respects. Payment is subject to the absolute and complete compliance with the Payment and Invoicing requirements indicated below and elsewhere in this Task Order. The risk of the Invoice Controller not receiving *Contractor's* Invoices as specified below resides with the *Contractor*.

4.2 The invoice shall correspond to the *Service Manager* assessment of the amount due to the *Consultant* as stated in the payment certificate.

4.2.1 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Ltd's VAT No: 4720103177;
- Invoice sequence number;
- The *Consultant's* VAT Number; and
- The Task Order number ;
- The following Cost Code : 4121780160
- Project number : 4121780160.012

4.2.2 The invoice contains the supporting detail:

- Description of work completed and claimed for
- Cost breakdown of work previously claimed, currently claimed, and balance outstanding for each section of work.
- Approved timesheets by the *Service Manager*.

4.2.3 The invoice is presented either by post or by hand delivery. Invoices submitted by post are addressed to:  
Transnet SOC Limited  
P.O. Box 338  
Kasselsvlei  
7535

For the attention of The Invoice Controller, Darren Cupido, Transnet Freight Rail RME

4.2.4 Invoices submitted by hand are presented to:

Transnet SOC Ltd  
Bellville Square  
Robert Sobukwe Rd  
Bellville South

For the attention of The Invoice Controller, Darren Cupido, Transnet Freight Rail RME

4.2.5 The invoice is presented as an original, together with a statement.

4.2.6 The Contract Administrator for this Project is Ms. Susan De Jongh

**Priced list of items of work in the Task taken from the Task Schedule**



**Notes**

The *Consultant* is hereby instructed to carry out the Task Order in accordance with Contract No: CPT 4121780160.012, which includes the Data stated in this Task Order.

/Service Manager

| Name | Signed | Date |
|------|--------|------|
|------|--------|------|

Accepted by the *Contractor*

| Name | Signed | Date |
|------|--------|------|
|------|--------|------|