

## NEC3 Engineering and Construction Contract (ECC)

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

Registration Number .....

(hereinafter referred to as the "*Contractor*") .....

**Enquiry Number** EFT -3414129-003

**Description** SUPPLY, LAY AND COMPACT ASPHALT SURFACING AT PRETCON  
CONTAINER TERMINAL

**Start Date** 1 August 2014

**Completion Date** 30 September 2014

## Contents

### Number      Heading

## The Tender

### Part T1: Tendering Procedures

- T1.1      Tender Notice and Invitation to Tender
- T1.2      Tender Data
- T1.3      CIDB Standard Conditions of Tender

### Part T2: Returnable Documents

- T2.1      List of Returnable Documents
- T2.2      Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

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

### Part C2: Pricing Data

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

### Part C3: Scope of Work

- C3      Works Information.

### Part C4: Site Information

- C4      Site Information

## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the supply, laying and compacting of medium grade asphalt surfacing at Pretcon Container Terminal in Pretoria for a period of 4 (Four) weeks.

Tenderers should have a CIDB contractor grading designation of a 4SB / 4CE or higher.

Preferences are offered to tenderers who are in possession of a valid SANAS or IRPA B-BBEE accreditation certificate.

Only tenderers who meet the minimum prequalification criteria of 60% in terms of quality "functionality" will be eligible for further evaluation.

The physical address for collection of tender documents is

TFR RME  
Cnr Jetpark & North Reef Roads  
Elandsfontein  
Johannesburg

Documents may be collected during working hours after 08:00hrs on Tuesday, 17<sup>th</sup> June 2014, to 15:00hrs on Thursday, 19<sup>th</sup> June 2014.

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

Ms Mosale Legwete  
Tel No 011 878 7032  
Vax No.  
Email [mosale.legwete@transnet.net](mailto:mosale.legwete@transnet.net)

A **compulsory clarification** meeting with representatives of the Employer will take place at Pretcon Container Terminal

Corner Paul Kruger Street and Mansfield Avenue.  
Mayville, Pretoria

on Friday, 20<sup>th</sup> June 2014 starting at 12:00hrs.

**Failure to attend the clarification meeting will lead to Bidders being disqualified. RFPs need to be brought with to the Clarification meeting.**

The closing time for receipt of tenders is 12:00hrs on Thursday, 26<sup>th</sup> June 2014. The Location for Tender Box is: Transnet Freight Rail- RME, Corner Jetpark and North Reef Road, Elandsfontein.

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).**

"PREVIEW COPY ONLY"



## T1.2 Tender Data (Alternative Method 2)

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 <i>Employer</i> is	Transnet SOC Ltd (Reg No 1990/000900/30)
F.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
Part T2 : Returnable documents	T2.1 List of Returnable Documents T2.2 Returnable Schedules C1.1 Form of Offer and Acceptance C1.2 Contract Data (Part 2) C2.2 Bill of Quantities
Part C: The Contract	
Part C1: Agreements and contract data	C1.1 Form of Offer and Acceptance C1.2 Contract Data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3 Works Information
Part C4: Site information	C4 Site Information
F.1.4 The Employer's agent is:	Regional Procurement Manager/Lead
Name:	Mosale Legwete
Address:	Cnr Jetpark & North Reef Roads, Elandsfontein Johannesburg
Tel No.	011 878 7082
Vax No.	
E – mail	Mosale.legwete@eskom.co.za
F1.6 The competitive negotiation procedure may be applied.	

- F.2.1 1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4SB or 4CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 4SB or 4CE class of construction work; and
3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a 4SB or 4CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations

## 2. 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	Sub-criteria	Maximum number of points
Programme		10
Quality Control Plan		30
Health & Safety Plan		20
Previous Experience		40
<b>Maximum possible score for quality</b>		<b>100</b>

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

- T2.2-2 Programme
- T2.2-20 Quality Plan
- T2.2-22 Health and Safety
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 60

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 all three of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation**

F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p>
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, plus 2 (two) copies.
F.2.13.5 F2.15.1	<p>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:</p> <p>Location of tender box      Transnet Freight Rail (RME)           The Chairman of the Acquisition Council</p> <p>Physical address:            Cnr. Jetpark and North Reef Roads           Elandsfontein</p> <p>Identification details:      The tender documents must be submitted in a sealed envelope labelled with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: EFT-3414129-003</li> <li>▪ The Tender Description: Supply and Lay asphalt at Pretcon Container Terminal</li> </ul> <p>Documents must be marked for the attention of: <b>Mosale Legwete</b></p> <p>Prior arrangement on the submittal of large tender documents should be made with Mosale Legwete</p> <p><b><u>NO LATE TENDERS WILL BE ACCEPTED</u></b></p>
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 08 weeks



F.2.18 Provide, on request by the *Employer*, any other material information 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.2.20 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 valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS or IRBA B-BBEE accreditation certificate; and
3. A letter of good standing with the compensation Commissioner

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

F.3.4 The time and location for opening of the tender offers are:  
 Time 12 hrs on Thursday, 26<sup>th</sup> June 2014  
 Location: Cnr. Jetpark & North Reef Roads,  
 Elandsfontein

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

F.3.11.7

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 BBEE 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 is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) 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;

- d) the tenderer does not appear on Transnet list for restricted tenderers.
- e) 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;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) 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).

"PREVIEW COPY ONLY"

## 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, ordered, 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 re-use 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 tenders 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	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 + \frac{P - P_m}{P_m})$	$A = P_m / P$

<sup>a</sup> *P<sub>m</sub>* 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, 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

T2.2-2	Programme
T2.2-3	Risk Elements
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
T2.2-22	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
T2.2-43	RFP – Breach of Law
T2.2-50	Preference Points Claim Form (SBD 6.1)
T2.2-52	BBBEE Improvement Plan

**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 Bill of Quantities



## T2.2 Returnable Schedules

"PREVIEW COPY ONLY"

## T2.2-2: Evaluation Schedule: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

For clarity the tenderer shall also note the following:-

- Key milestones and sectional completion dates as listed in contract data Part One - "Data provided by the Employer" and be logically linked to activities in the schedule.
- To be "sorted" by activities.
- All activities to be logically tied using critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. e.g. weekends as non-working periods.
- A Level 4 Programme is developed electronically and an electronic copy to be supplied with the Tender document. This should be in a Primavera P6 format.
- Against each activity or grouping of activities (i.e. by CWP) the Tenderer indicates its "time risk allowances". These allowances are NOT float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule (i.e. in a code field) or as an attachment.
- Float is shown

The Programme to indicate the following as a minimum:

Activity No / Bill of Quantity No	Activity description	Start date	Finish date	Preceding activities	Time risk allowances (TRA)
--------------------------------------	-------------------------	------------	-------------	-------------------------	----------------------------------

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

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"



## T2.2-8: Schedule of Proposed Subcontractors

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 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 /Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

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

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

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

Signed

Date

Name

Position

Tenderer



## T2.2-14 : 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 contracts resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors



## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in the  
capacity of \_\_\_\_\_, to sign all documents in connection with the tender  
offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

"PREVIEW COPY ONLY"

### C. Certificate for Joint Venture

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

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

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

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

## D. Certificate for Sole Proprietor

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Sole Proprietor \_\_\_\_\_

"PREVIEW COPY ONLY"

## 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:	_____	
On (date)	_____	Starting time: _____

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 / Purchaser's* Representative 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 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                   |   |

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 an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <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 (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



Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

## Evaluation Schedule

### T2.2-22 : Health and Safety Plan: Pre – Qualifying Quality (Functionality) Criteria

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. Construction Safety File (Index)
13. Construction Safety Work Method Statement

**Attached submissions to this schedule:**

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

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

## Evaluation Schedule

### T2.2-25 : - Previous Experience: Pre – Qualifying Quality (Functionality) Criteria

**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, their design, installation and commissioning capability.

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

.....

.....

.....

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
<b>Discipline</b>	Parameters are based on annual turnover of the Measured Entity		
<b>Contractor</b>	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
<b>Built Environment Professionals (BEP)</b>	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 >R5m, 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 <R5m, 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 Board of Directors) (insert name of Company)

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

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

\_\_\_\_\_  
Signature

## T2.2-33 : 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. 1990/000900/30), 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 supplying, laying and compacting of continuously graded medium grade asphalt at Kascon Container Terminal ("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 \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## 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/S 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" over leaf).
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 ..... duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

## 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 Tenderer 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 tender 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 Tenderer, either before a Tender 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 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.5 **"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;
- 2.6 **"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;
- 2.7 **"contract"** means the agreement that results from the acceptance of a tender by Transnet;
- 2.8 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.9 **"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;

- 2.10 **"functionality"** means the measurement according to predetermined norms, as set out in the tender 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 tenderer;
- 2.11 **"non-firm prices"** means all prices other than "firm" prices;
- 2.12 **"person"** includes reference to a juristic person;
- 2.13 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.14 **"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;
- 2.15 **"Tender"** 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;
- 2.16 **"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 Tenderer 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 tenderer.
- 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 Tender will be awarded to the Tenderer 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 Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders 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 Tenderer 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 Tenderers 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 Tenderers 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 Tender.
- 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 Tender documents that such a Tenderer 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 Tenderer 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 Tenderers 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  
.....

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: EFT-3414129-003

DESCRIPTION OF THE WORKS: SUPPLY, LAY AND COMPACT ASPHALT SURFACING AT PRETCON  
CONTAINER TERMINAL

---

.....  
.....  
.....  
(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. ....

"PREVIEW COPY ONLY"

### TENDER 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 Tendering 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 Tenderer 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 TENDERER

DATE: .....

COMPANY NAME: .....

ADDRESS: .....



## T2.2-52 : B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

*Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period, which will represent a binding commitment to the successful Respondent.*

Ownership Indicator	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth <sup>2</sup>	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. The percentage of the business owned by Employment Schemes or Co-Operatives	<i>Provide a commitment based on the extent to which ownership in the hands of Employment Schemes or Co-Operatives as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		

<sup>1</sup> "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

<sup>2</sup> "Black youth" means Black persons from the age of 16 to 35

Management Control Indicator	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. The percentage of Black senior managers involved in day to day management of the organisation, in relation to the total senior management cadre	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
9. The percentage of Black middle managers involved in day to day management of the organisation, in relation to the total middle management cadre.	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
10. The percentage of Black junior managers involved in day to day management of the organisation, in relation to the total junior management cadre.	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>junior management</b> cadre and would be operationally involved in the day to day running of the business, with individual responsibility for a particular area within the business and actively involved in a <b>supervisory role</b> with regards to the day to day management of the organisation, over the contract period.</i>		

Employment Equity Indicator	Required Responses	Current Status (%)	Future Targets (%)
11. The percentage of Black employees as a percentage of the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the number of Black employees would be sustained or increased as a percentage of the organisation's total workforce, over the contract period.</i>		
12. The percentage of Black women employees as a percentage of the total workforce.	<i>Provide a commitment based on the increase in the number of Black women employees as a percentage of the organisation's total workforce, or sustained over the contract period.</i>		
13. The percentage of Black youth employed in relation to the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the percentage of Black youth employed, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
14. The percentage of Black disabled employees in relation to the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
Preferential Procurement Indicator	Required Responses	Current Status (%)	Future Targets (%)
15. B-BBEE procurement spend from all suppliers based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend would be sustained or increased over the contract period.</i>		
16. B-BBEE procurement spend from QSEs based on the applicable B-BBEE procurement recognition levels as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from QSEs would be sustained or increased over the contract period</i>		
17. B-BBEE procurement spend from EMEs based on the applicable B-BBEE procurement recognition levels as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		

<b>Preferential Procurement Indicator [continued]</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
<p>18. B-BBEE procurement spend from any of the following suppliers as a percentage of total measured procurement spend:</p> <ul style="list-style-type: none"> <li>Suppliers who are more than 50% Black-owned</li> <li>Suppliers who are more than 30% Black women-owned</li> </ul>	<p><i>Provide a commitment based on the extent to which spend from suppliers who are more than 50% Black-owned or 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<b>Enterprise Development Indicator</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
<p>19. The organisation's annual spend on Enterprise Development as a percentage of Net Profit after Tax [NPAT]</p>	<p><i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i></p>		

**"PREVIEW COPY ONLY"**





## T2.2-34: Supplier Declaration Form

### Transnet Supplier Declaration / Application

#### THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

- a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
- b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
- c) **Certified** copy of Identity document of Shareholders / Directors / Members (where applicable)
- d) **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
- e) **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- f) A letter with the company's letterhead confirming physical and postal addresses
- g) **Original** or **certified** copy of SARS Tax Clearance certificate and VAT registration certificate
- h) A **certified** 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 or IRBA accredited rating agency.
- i) Complete the Transnet Supplier Code of Conduct form on the following website: [www.transnet-supplier.net](http://www.transnet-supplier.net)
- j) **Certified** (valid) IRP 30 exemption certificate
- k) A **certified** copy of a recent months EMP 201 form
- l) A **Certified** declaration that at least 3 employees are on a full time basis
- m) An affidavit or solemn declaration duly signed in terms of 80% of income

**NB: Failure to submit the above documentation will delay the vendor creation process.**

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

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

#### IMPORTANT NOTES:

1. **If your annual turnover is less than R5 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 certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS or IRBA accredited rating agency, should you feel you will be able to attain a better BBBEE score.
2. **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
3. **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
5. **No payments can be made to a vendor until the** vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
6. From 1 February 2011 only BBBEE certificates issued by SANAS or IRBA accredited verification agencies will be valid.

Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products

**Document Name:** Vendor Master\_Trade Vendor Management Procedure (Revised)

**Classification:**

**Date:** 16 January 2011

PRO-FAT-0202 Rev03

**REF:**

**Revision:** Version 4.1

**Page 1 of 12**

T2.2-34: Supplier Declaration Form



i) Supplier Declaration Form											
Company Trading Name											
Company Registered Name											
Did your company previously operate under another name?							Yes		No		
If <b>YES</b> state the previous name below											
Trading Name											
Registered Name											
Company Registration Number Or ID Number If A Sole Proprietor											
Form of entity				CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
Is your company VAT Registered?				Yes		No		Exempt			
If <b>Yes</b> , state VAT Registration Number											
If <b>No or Exempt</b> , state reason											
Bank Name				Bank Account Number							
Company Physical Address							Code				
Company Postal Address							Code				
Company Telephone number											
Company Fax Number											
Company E-Mail Address											
Company Website Address											
Contact Person											
Designation											
Telephone											
Email											
Last Financial Year Annual Turnover				<R1Million		R1-R5Million		R5-R35Million		>R35Million	
Indicate using 'X' the business sector in which your company is involved / operating											
Agriculture											
Manufacturing											
Electricity, Gas and Water											
Retail, Motor Trade and Repair Services											
Catering, accommodation and Other Trade											
Community, Social and Personal Services											
Mining and Quarrying											
Construction											
Finance and Business Services											
Wholesale Trade, Commercial Agents and Allied Services											
Transport, Storage and Communications											
Other (Specify)											

## ii) Category of Supplier

The following information needs to be completed by the supplier to determine which category of supply to follow.

Company Trading Name			
Company Registered Name			
<b>A. Are you a supplier of goods and / or products?</b>	Yes		No
If yes, what goods and / or products are being supplied?			
<b>B. Are you a supplier of service and / or labour?</b>	Yes		No
If yes, what service and / or labour are being supplied?			

**NB:** If your answer to Question A is "YES", the supplier is not subject to Employees' Tax. The supplier is to be captured as a **TRADE VENDOR** via the **PROCUREMENT OFFICE** and referred to the Accounts Payable Department for payment. You will be required to attach supporting documents 1 -12 from the checklist.

If your answer to Question B is "YES", please answer the questions below.

	Yes	No
<b>1.1.</b> Is the service provider a natural person (i.e. labour broker) who supplies Transnet with other persons to render services, or perform work for Transnet; and who is remunerated by the service provider?		
<b>1.2.</b> Is the service provider a natural person (i.e. contractor) who supplies services to Transnet?		
<b>1.3.</b> Is the service provider a company, close corporation or trust who supplies Transnet with services or labour?		

- If the answer to question 1.1 is "YES" the service provider has to complete **ANNEXURE A** of the Supplier Declaration Form. Please attach supporting documents 1-13 from the checklist
- If the answer to question 1.2 is "YES" the service provider has to complete **ANNEXURE B** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14 -15 from checklist
- If the answer to question 1.3 is "YES" the service provider has to complete **ANNEXURE C** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14-16 from checklist

BBBEE Ownership Details				
Does your company have a valid BBBEE certificate?			Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)				
Majority Race of ownership				
% Black Ownership		% Black women ownership		% Disabled person(s) ownership
Transnet Contact Person				
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	

# **Internal Transnet Departmental Questionnaire (for office use only)**

Company Trading Name	
Company Registered Name	

## **To be completed by the Transnet Requesting / Sourcing Department**

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency Request			
Extend		Delete		Undelete							

## **Internal Sign-Off if Vendor is exempt or not Registered for VAT (Group Tax Department)**

Name		Designation	
Signature		Date	

Service Provider	Deduct Tax	No Tax	Department Responsible for Payment
Labour broker without IRP30 exemption certificate			
Labour broker with IRP30 exemption certificate			
Personal Service Provider			
Independent Contractor			
None of the above apply, state reason			

## **A. Internal Document Checklist**

Document List	Yes / No
1) Complete Supplier Declaration Form (SDF)	
2) Verification of banking details	
3) Original cancelled cheque or	
4) Letter from the bank (with bank stamp)	
5) Certified copy of identity document of shareholders / Directors / Members	
6) Certified copy of certificate of incorporation	
7) Certified copy of share certificates of Shareholders	
8) A letter with the company's letterhead confirming physical and postal addresses	
9) Original or certified copy of SARS Tax Clearance certificate and VAT registration certificate	
10) Confirmation of most recent annual turnover and percentage black ownership	
11) Signed letter from the Auditor / Accountant ; AND / OR BBBEE certificate and detailed scorecard from Accredited rating agency (ABVA Member)	
12) Completed Transnet Supplier Code of Conduct form and proof of submission (www.transnet-suppliers.net)	
13) Valid IRP 30 exemption certificate (Annexure A)	
14) A copy of a recent months EMP 201 form (Annexure B & C)	
15) Declaration that at least 3 employees are on a full time basis (Annexure B & C)	
16) Declaration in terms of 80% of income (Annexure C)	

**Make a difference, if you aware of any corruption and fraudulent activities in Transnet please contact Tipp-Off**

### **Anonymous**

**Hotline:** 0800 003 056  
**Fax:** 0800 007 788  
**Email:** [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)  
**Website:** [www.transnet.net](http://www.transnet.net) and click on the Tip – offs Anonymous link  
**Post:** Tip-offs Anonymous, Freeport DN 298, Umhlanga Rocks, 4320

**Document Name:** Vendor Master\_Trade Vendor Management Procedure

**Classification:**

**Date:** 16 January 2011

PRO-FAT-0202 Rev03

**REF:**

**Revision:** Version 4.1

**Page** 4 of 12

T2.2-34: Supplier Declaration Form

### Annexure A

Company Trading Name	
Company Registered Name	

In order for Transnet not to classify you as a "labour broker" as defined in the Fourth Schedule to the Act, you need to provide Transnet with a valid IRP 30 exemption certificate.

	Yes	No
<p>1. Do you have a valid IRP 30 exemption certificate?</p> <p>If "yes", you will not be regarded as an "employee" for employees' tax purposes. Payments made to you will not be subjected to PAYE, UIF or SDL.</p> <p>If "no", you will be regarded as an "employee" for employees' tax purposes. Payments made to you will be subject PAYE, UIF and SDL. Normal tax tables will apply</p>		

### For admin purposes only:

	Yes	No
Labour broker exempt therefore not an employee and no PAYE to be deducted ( Accounts Payable)		
Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll)		
Certified copy of IRP30 exemption certificate received?		
Name	Signature	
Position	Date	

## Annexure B

Company Trading Name	
Company Registered Name	

In order for Transnet to determine whether you are an "independent contractor" as defined in the Fourth Schedule to the Act, you are required to answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to you.

	Yes	No
<p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation;</p> <ul style="list-style-type: none"> <li>— A copy of a recent months EMP 201 form;</li> <li>— A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons.</li> </ul> <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>		
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>		
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>		
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p>		
<p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 per that day? If the answer is "yes" employees' tax should not be withheld.</p>		
<p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p>		
<p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p>		
<p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.</p>		

**Document Name:** Vendor Master\_Trade Vendor Management Procedure

**Classification:**

**Date:** 16 January 2011

PRO-FAT-0202 Rev03

**REF:**

**Revision:** Version 4.1

**Page 6 of 12**

T2.2-34: Supplier Declaration Form



For admin purposes only:

Company Trading Name				
Company Registered Name				
			Yes	No
Independent contract – Not a employee, therefore no PAYE to be deducted (Accounts Payable)				
Not an independent contractor – Regarded as an employee, therefore PAYE must be withheld (HR / Payroll)				
Declaration in term of 3 or more employee's received?				
If not an independent contractor determine whether in standard employment or non-standard employment				
Name		Signature		
Position		Date		

"PREVIEW COPY ONLY"

## Annexure C

Company Trading Name	
Company Registered Name	

In order for Transnet to evaluate whether the supplier is a "Personal Service Provider" as defined in the Fourth Schedule to the Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to the supplier.

	Yes	No
<p>1.) Does your company / close corporation or trust employ three or more full-time employees (other than shareholders, members or connected persons) on a full time basis?</p> <p>If "yes" please provide the following documentation;</p> <ul style="list-style-type: none"> <li>- A copy of a recent months EMP 201 form;</li> <li>- A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons).</li> </ul> <p>If the above documentation is provided, payments to be made will not be subject to PAYE, UIF or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (30% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining questions.</p> <p>If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.</p>		
<p>3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no", please continue in completing this form.</p>		
<p>4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL.</p> <p>If the answer is "no" please continue in completing this form.</p>		
<p>5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?</p> <p>If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL. If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.</p>		

**Document Name:** Vendor Master\_Trade Vendor Management Procedure

**Classification:**

**Date:** 16 January 2011

PRO-FAT-0202 Rev03

**REF:**

**Revision:** Version 4.1

**Page** 8 of 12

T2.2-34: Supplier Declaration Form

**For Admin purpose only:**

Company Trading Name			
Company Registered Name			
Personal Service Provider – Not regarded as an employee, therefore no PAYE to be deducted (Accounts Payable)			
Personal Service Provider regarded as an employee, therefore PAYE must be withheld (HR / Payroll)			
Declaration in terms of 3 or more employee's received?			
Declaration in terms of 80% of income?			
Name		Signature	
Position		Date	

**"PREVIEW COPY ONLY"**



## 1.1 Supporting Documents Required

The table below contains a list of compulsory documentation in relation to the each type of Trade Vendor:

Vendor Documents required								
	Company Registration	Proof of Ownership	Proof of banking address	Income Tax	Vat registration	Company Name Change	Proof of Address	Proof of communication
Sole Proprietor	ID document of Individual	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail
Close Corporation – CC	CK 1 (Close Corporation Founding Statement)	Shareholdings Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK2 (Amended Founding Statement)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail
Partnership	Letters stating Partners with ID numbers	Partnership agreement	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail
Public Company – LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail
Private Companies – (PTY) LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail

Document Name: Vendor Master\_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 10 of 12

T2.2-34: Supplier Declaration Form



Business Trust	Deed of Trust – Trust agreement	Clear copy of Trustees Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and/or BBBEE certificate
Non Profit Organizations (NPO)	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Incorporated company – INC	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Parastatals / Government Institutions (E.g. Municipalities, Eskom, etc.)	Certified Letter head / Certified invoice	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate / Certified letterhead / Certified invoice	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Educational Institution (e.g. Universities / colleges / schools)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

Document Name: Vendor Master\_Trade Vendor Management Procedure

REF:

Classification:

Revision: Version 4.1

Date: 16 January 2011

Page 11 of 12

PRO-FAT-0202 Rev03

T2.2-34: Supplier Declaration Form



Specialised Professions (E.g. Promotional speakers, Doctors, Specialists etc.)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Financial Institutions (e.g. banks)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

**PREVIEW COPY ONLY**

Document Name: Vendor Master\_Trade Vendor Management Procedure

REF:

Classification:

Revision: Version 4.1

Date: 16 January 2011

Page 12 of 12

PRO-FAT-0202 Rev03

T2.2-34: Supplier Declaration Form

## 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, LAY AND COMPACT ASPHALT SURFACING AT PRETCON CONTAINER TERMINAL

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	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer** Transnet SOC Ltd

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness \_\_\_\_\_ Date \_\_\_\_\_

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:**

**For the Employer**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity  
On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature  
of witness \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Transnet SOC Ltd

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	B: Priced contract with bill of quantities
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X16: Retention
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail-RME Cnr Jetpark & North Reed Roads Elandsfontein Johannesburg 2001
		Postal Address:
		P O Box 8205 Elandsfontein 1406
	Tel No.	011 878 7082
	Vax No.	
10.1	The <i>Project Manager</i> is: (Name)	Leon Nortje
	Address	Cnr Jetpark & North Reed Roads Elandsfontein Johannesburg

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

	Tel	083 387-7009	
	Vax		
	e-mail	Azola.Malgas@transnet.net	
10.1	The <i>Supervisor</i> is: (Name)	Moses Kgolane	
	Address	Pretcon Container Terminal	
	Tel No.	083 455 6322	
	Fax No.		
	e-mail	Moses.kgolane@transnet.net	
11.2(13)	The <i>works</i> are	The supply, lay and compact asphalt surfacing and associated works	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Working nearby electrical cables and other services</li> <li>• Heavy vehicle movement</li> <li>• Pedestrian movement</li> </ul>	
11.2(15)	The <i>boundaries of the site</i> are	Within the boundaries of the Pretcon Container Terminal	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's main responsibilities</i>	No additional data is required for this section of the <i>conditions of contract</i> .	
3	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 The Site	01 August 2014
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	With the tender submission.	
31.2	The <i>starting date</i> is.	1 August 2014	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 Weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		



<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of the Standard Bank of South Africa</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>  <b>the number of days with rainfall more than 10 mm</b>  <b>the number of days with minimum air temperature less than 0 degrees Celsius</b>  <b>the number of days with snow lying at 08:00 hours South African Time</b>
	The place where weather is to be recorded (on the Site) and which are available from:	<b>At the site office</b>  <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>

84.2	<p>The insurance against loss of or damage to the <i>works</i>, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:</p> <p>Blanket Principal Controlled Insurance (BPCI),          Principal Controlled Insurance (PCI),          Principal Controlled Contractors Liability Insurance,          Principal Controlled Insurance One-off; and          Project Specific Insurance</p>	PCI
84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1 Insurance against: Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the PCI insurance policy for Contract Works/ Public Liability.</p> <p>Cover / indemnity: to the extent as stated in the PCI insurance policy for Contract Works / Public Liability</p> <p>The deductibles are: as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</p> <p>2 Insurance against: Loss of or damage to property (except the <i>works</i>, plant, materials &amp; equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the PCI performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</p> <p>Cover / indemnity: Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability</p> <p>The deductibles are: as stated in the PCI insurance policy for Contract Works / Public Liability</p>	
84.1	<p>3 Insurance against: Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for contract Works and Public Liability</p> <p>Cover / indemnity: Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability</p> <p>The deductibles are: As stated in the PCI insurance policy for Contract Works / Public Liability</p> <p>4 Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</p> <p>Cover / indemnity: Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>The deductibles are: As stated in the PCI insurance policy for Contract Works / Public Liability</p>	

84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p><b>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.</b></p> <ol style="list-style-type: none"> <li><b>1. Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</b></li> <li><b>2. Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the Employer that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3. Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</b></li> <li><b>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 R5,000,000</b></li> <li><b>5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></b></li> </ol>
------	--	---

9	<b>Termination</b>	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	<b>Data for main Option clause</b>	
B	<b>Priced contract with bill of quantities</b>	

60.6	The <i>method of measurement</i> is	The Standard System of Measuring Builder's Work (6 <sup>th</sup> Edition) and Model Preambles for Trades (2008 Edition) as published by The Association of South African Quantity Surveyors
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator is	The Chairman of the Association of Arbitrators (Southern Africa)
<b>12</b>	<b>Data for secondary Option clauses</b>	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the works are	R1000 per day
X16	Retention	
X16.1	The <i>retention percentage</i> is	5% on all payments certified.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled	
11.2(3)	The <i>completion date</i> for the whole of the works is	
11.2(14)	The following matters will be included in the Risk Register	

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

## PART 2: PRICING DATA

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



## C2.1 Pricing instructions: Option B

### 1. The conditions of contract

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none"><li>the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

#### 1.2. Function of the Bill of Quantities

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

#### 1.3. Guidance before pricing and measuring

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

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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

### 2.2. General assumptions

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

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



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

## C2.2 the *bill of quantities*

[illegible]

Item no.	Description	Unit	Quantity	Rate	Price
2	ASPHALT, BASE AND SURFACING				
2.1	Correction of base ( provisional)	m <sup>2</sup>	300		
2.2	Asphalt surfacing				
	60/70 pen. grade bitumen				
2.2.1	(a)(i) Continuously graded (medium grade, 40mm thick)	m <sup>2</sup>	9638		
	(a)(ii) Continuously graded (medium grade, 35mm thick)	m <sup>2</sup>	5140		
2.2.2	Prime Coat E-Prime at 0,9 litre per square metre	litre	12781		
2.2.3	Tack coat of 30% stable grade emulsion	litre	8948		
	Binder variations(MC 3000 cut back)	t	2		
2.3	Variation in active filler content:				
2.3.1	100mm cones in asphalt paving	No	85		
2.4	Supply and Lay Plastic Sheetting	m	1050		

	<b>TOTAL</b>	
	<b>VAT @ 14 %</b>	
	<b>TENDER TOTAL</b>	

## C3: Scope of Work

### C3.1 Works Information

The works include the laying and compacting of continuously graded medium grade asphalt surfacing (60/70 penetration grade bitumen), laying of aggregate for blinding, application of a tack coat (30% stable grade emulsion), coring and testing of asphalt and rectification of base. **It is also required from the Contractor to supply and lay plastic sheeting to protect all existing kerbing and other concrete works.**

#### 1. Description of the works

The works shall conform to the following specifications:-

##### 1. MATERIAL

##### 1.1 Bituminous binders

The various bituminous binders specified shall comply with the relevant SANS specifications mentioned below:

Penetration grade bitumen	SANS 301
Bitumen emulsions	SANS 301 (anionic)
SANS 548 (cationic)	

The type and grade of bituminous binder to be used in each case shall be as specified in the Project Specifications.

When bitumen rubber is specified for use as a bituminous binder, the relevant specification will be incorporated in the Project Specifications.

##### 1.2 Aggregates

Coarse and fine aggregates shall be clean and free from decomposed materials, vegetable matter and other deleterious substances and shall comply with the requirements of SANS 1083 unless otherwise specified in the Project Specifications.

##### (a) Resistance to crushing

The crushing value (ACV) of the coarse aggregate shall be determined in accordance with TMH1 Method B1 to comply with limits as per the Project Specifications.

##### (b) Shape of the aggregate

The weighted average value of the flakiness index of the coarse aggregate shall be determined in accordance with TMH1 Method B3T, B1 to comply with limits as per the Project Specifications.

##### (c) Polishing

The polished-stone value of aggregate, when determined in accordance with SANS Method 5848 to comply with limits as per the Project Specifications.

##### (d) Adhesion

When tested in accordance with TMH1 Method C5, the immersion index of a mixture of the binder and aggregate proposed for use shall comply with limits as per the Project Specifications. The aggregate used for the test mixture shall have a grading that is within the limits for the mix concerned.

##### (e) Absorption

When tested in accordance with TMH1 Methods B14 and B15, the water absorption of the coarse aggregate shall comply with limits as per the Project Specifications.

(f) Sand

The total fine aggregate used in all asphalt mixes shall have a sand equivalent to limits as per the Project Specifications when tested in accordance with TMH1 Method B19 and the sand to be mixed with the aggregate shall have a sand equivalent as specified in the Project Specifications.

(g) Design requirements

By conducting the necessary tests, the Contractor shall satisfy himself that he will be able to produce a mixture which will meet the design requirements specified hereinafter using the aggregate he proposes to supply within the grading limits specified.

### 1.3 Fillers

If the combined aggregate for asphalt surfacing mixes shows a deficiency in fines, an approved filler may be used to improve the grading. Filler may consist of "active" filler or inert material such as rock dust with the required grading which is used to improve the grading of the combined aggregate. The Engineer may order the use of any active filler to improve the adhesion properties of the aggregate. Active filler shall consist of milled blast-furnace slag, hydrated lime, cement, blast-furnace cement, fly-ash or a mixture of any of these materials. Individual materials shall comply with the requirements of the relevant SANS or other specifications for such material.

### 1.4 General

All materials shall be handled and stockpiled in a manner that will prevent contamination, segregation or damage. Cement and lime shall be used in the order in which it has been received. The Contractor shall, as often as is necessary, test and control the materials produced by himself or received by him from suppliers to ensure that the materials always comply with the specified requirements.

## 2. COMPOSITION OF ASPHALT BASE AND SURFACING

At least one week before production or delivery of the materials, the Contractor shall submit to the Engineer samples of the aggregates, filler materials and bituminous binders he proposes to use in the mix, together with his proposed mix design, so that the Engineer may test the materials and confirm the use of the proposed mix, if he is satisfied that it meets the specified Project requirements.

As soon as the materials become available, the Contractor shall produce a working mix in accordance with the design mix, which working mix must again be tested by him for compliance with the design requirements. Samples of the working mix shall also be made available to the Engineer, who will authorize the use of the working mix proportions as finally approved for use.

The design of the asphalt mixes shall be in accordance with the design-guidelines of TRH8 for the class of traffic specified in the Project Specifications.

## 3. PLANT AND EQUIPMENT

### 3.1 General

The plant used shall be of an adequate rated capacity, in good working order and subject to the approval of the Engineer.

Any alteration which has been or is being effected to any construction plant, and which does not comply with the Project Specifications by the manufacturer, shall be brought to the attention of the Engineer.

### 3.2 Mixing plant

Asphalt shall be mixed in a mixer of an approved type and of proven suitability for producing a mixture complying with all the requirements of the Project Specifications.

The mixing plant may be controlled either automatically or manually, but in the latter case two control operators shall be provided.

Tanks for the storage of binder shall be capable of heating the material to the specified temperature requirements and shall be under effective and positive control at all times. The heating system must be so designed that the binder will not be degraded during heating. A circulating system for the binder shall be provided, which shall be of adequate size to ensure the proper and continuous circulation of the binder between the storage tanks and mixer during the entire operating period.

Satisfactory means shall be provided for obtaining the proper amount of binder in the mix within the tolerances specified in the Project Specifications, either by weighing or by volumetric measurements.

Suitable means shall be provided for maintaining the specified temperatures of the binder in the pipelines, weigh buckets, spraybars and in any other containers and flowlines.

In the case of a drum type mixer, the system shall control the cold feeding of each aggregate fraction and of the filler by mass, by means of a load cell or another device regulating the feed automatically, and by immediately correcting any variation in mass which results from moisture or from any other cause. The cold feed shall be regulated automatically with regard to the binder feed, to maintain the required mix proportion. Suitable dust-collecting equipment shall be fitted to prevent pollution of the atmosphere in terms of Act 45 of 1965.

The type of oil used and the control of the burner to dry the aggregates will be such as to ensure full combustion of the fuel in order to prevent contamination of the aggregates and pollution of the atmosphere.

## 1.2 Spreading equipment

### (a) Paver

The mixture shall be laid by an approved type of self-propelled mechanical spreader and finisher capable of laying to the required widths, thicknesses, profile, camber or crossfall without causing segregation, dragging or other surface defects.

All pavers shall be fitted with automatic electronic screen controls for maintaining the required levels, cambers and cross falls. Where skids are used, they shall be at least 9 m long or as specified by the Engineer.

### (b) Chip spreader for gap-graded surfacing

Wherever feasible, a machine straddling the full paved width shall be used to spread the precoated chips.

Such a mechanical spreader must be self-propelled and able to follow immediately behind the paver.

When precoated chips are spread by hand, special care shall be taken to prevent bunching of the chips.

## 1.3 Rollers

Compaction shall be done by means of approved flat steel-wheeled vibratory or pneumatic-tyred rollers.

These rollers shall be self-propelled and in good working order, free from backlash, faulty steering mechanism and worn parts. The frequency as well as the amplitude of vibratory rollers shall be adjustable.

Rollers shall be equipped with adjustable scrapers to keep the tyres and drums clean and with efficient means of keeping the wheels wet to prevent the mixes from sticking to the drums and tyres.

The mass and/or tyre pressure shall be of such a nature to ensure proper compaction which complies with the Project Specifications in regard to surface finish and density.

## 1.4 Mass-measuring device for asphalt mixes

Where payment per ton is specified, the Contractor shall keep available at the mixing plant or on the Site, a suitable gauged mass-measuring device for measuring the asphalt mixes. The device shall be provided with a printer to print the type of mix, the mass, the time and the date. The printed data shall be submitted to the Engineer.

## 4. LIMITATIONS REGARDING THE WEATHER AND THE STORAGE OF MIXED MATERIAL

The mixing and placing of asphalt shall be carried out only under favourable weather conditions. The mixing and placing of asphalt shall not be allowed if the moisture content of the aggregate affects the uniformity of temperature, or if water is present on the working surface. Mixing shall not be allowed to take place more than two hours before paving begins, unless provision has been made for storage. The method of storage of mixed material shall be approved by the Engineer and shall be such that the temperature of the mix shall remain uniform throughout. Storage shall in any case not be permitted for a period exceeding 12 hours after



mixing, unless otherwise approved by the Engineer. Open-graded mixes shall not be stored or mixed ahead of paving operations, but shall be laid directly after mixing.

## 5. PREPARATION OF SURFACE

### 5.1 Correction of base and subbase (in the case of asphalt base)

The base or subbase, as the case may be, shall be checked for smoothness and accuracy of grade, elevation and cross-section.

Any portion of the base or subbase, as the case may be, that does not comply with the specified requirements may, with the permission of the Engineer, be corrected with premixed asphalt material at the Contractor's own expense, until the specified requirements are met.

The Engineer may, in his sole discretion, allow minor surface irregularities to remain, provided that they can be taken up in the following asphalt layer without adversely affecting that layer.

The asphalt material used for the correction of the base or subbase shall be the same mixture as specified for the surfacing or as directed by the Engineer, and the maximum size of the aggregate used shall be dictated by the required thickness of the correction in each case.

#### (a) Cleaning of surface

Immediately before the tack coat is applied or, where there is no tack coat, before the asphalt is applied, the surface shall be broomed and cleaned of all loose or deleterious material.

Where the prime coat (if any) has been damaged, it shall be repaired by priming material being hand-brushed or sprayed over the damaged portions.

#### (b) Tack coat

Where required in the Project Specifications or where indicated by the Engineer, a tack coat shall be applied to the surface to be paved.

Portions of kerbing, channelling, bridge piers and railings which will be exposed shall be suitably protected while the tack coat is being applied. The tack coat shall not be applied more than 24 hours before the paving is done.

## 6. TRANSPORTING THE MIXTURE

### 6.1 Transporting the mixture

The mixture shall be transported from the mixing plant to the Works in trucks. Loads shall be covered with waterproof canvas or metal sheets when the haul exceeds 10 km or during rainy weather. Deliveries shall be so made that spreading and rolling of all the mixtures prepared for a day's run can be completed by the end of a normal working day. Any asphalt which has become wet on account of rain or by any other means will be rejected. Hauling over freshly laid material will not be permitted.

## 7. SPREADING THE MIXTURE

The mixture shall be delivered to the paver in such a manner that the paver will never be forced to stop for lack of asphalt. The temperature of the mixture shall be controlled by measuring at random in the truck immediately before emptying, and it shall not exceed 10°C below the minimum temperature specified for mixing. The adjustment of the screed tamping bars, feed screws, hopper feed, etc, shall be checked frequently to ensure a uniform spreading of the mix.

If segregation occurs, the spreading operations shall be suspended immediately until the cause has been established and corrected.

The addition and removal of material behind the paver shall normally not be allowed and the paver shall be capable of spreading the mixture in the correct amounts, which will provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting or disturbing the mixture.

Paving shall, if possible, commence at the bottom of the grades and the lower edges of super elevated curves or sloping parking areas. On slopes steeper than 5% paving shall be done uphill.

Spreading shall be so arranged that longitudinal joints will not coincide with joints in lower layers of the asphalt base or surfacing.

Unless otherwise specified in the Project Specifications, the paver shall be equipped to provide automatic control of levels and cross-section. In the case of asphalt base construction, automatic control shall be run off reference wires and, in the case of surfacing, skids shall be used.

On restricted areas inaccessible to the spreading equipment used, the mixture may be placed by hand or by other means to obtain the specified results. Spreading shall be carried out in a manner that will prevent segregation and allow positive control of levels.

The mixer capacity and the operating speed of the paver shall be so adjusted that continuous laying is ensured and intermittent stopping of the paver is avoided.

Paving shall cease when rain is imminent or when the surfaces to be paved are visibly wet.

## 8. JOINTS

All joints between adjacent sections of the work shall be made by cutting back the layer against which the material is to be placed. All loose and incompletely compacted material shall be removed. A cutting wheel shall be used for cutting longitudinal joints.

In the case of open-graded surfacing, the joints of adjacent lanes shall not be cut.

Joints shall be either at right angles or parallel to the direction of paving and in the case of roads, any joints in the final layer of the surfacing shall, wherever possible, correspond with the lane markings. Joints in lower layers shall be offset by not less than 150 mm from joints in subsequent layers.

Before a new layer is placed next to an existing layer, except in the case of open-graded mixes, the cut edge of the existing layer shall be painted with a thin coat of bituminous emulsion of the same type used for the tack coat, if so directed by the Engineer.

Joints shall be neat and shall have the same texture and density as the remainder of the asphalt course. All joints shall be marked out with chalk lines prior to cutting.

The outside edge of the completed asphalt course shall be trimmed along the shoulder and shall be parallel to the centre line to give a finished width within the tolerances specified, as shown on the Project Drawings.

Any fresh mixture accidentally spread on to existing work at a joint shall be carefully removed by brooming it back onto the uncompacted work with stiff brooms, to avoid the formation of irregularities at the joint.

Whenever the paving operation is stopped due to a lack of mixture, the Contractor shall form a proper joint as specified above, if so directed by the Engineer.

## 9. COMPACTION

The mix shall be rolled with steel-wheeled and pneumatic-tyred rollers, in an approved sequence, immediately after it has been laid, and such rolling shall be continued for only as long as it is effective and does not have any detrimental effect. Only steel-wheeled rollers will be permitted for compacting open-graded mixtures, although rubber-tyred rollers shall be on standby if required.

As many rollers as may be necessary to provide the specified pavement density and the required surface texture shall be used. While only the surfacing is being rolled, the roller wheels shall be kept moist with just sufficient water to prevent the material from being picked up. After longitudinal joints and edges have been compacted, the rolling shall start longitudinally at the sides and gradually progress towards the centre of the pavement, except on super elevated curves or where the road or parking area has a straight cross-fall, in which case the rolling shall begin on the low side and progress to the higher side, uniformly lapping each preceding track, to cover the entire surface. During initial rolling of the mix (break-down rolling) the rollers shall move at a slow but uniform speed (not exceeding 5 km/h) with the drive wheel of the roller nearest to the paver.

The sequence of rollers used in compaction shall be at the discretion of the Contractor, provided the completed pavement shall have a density equal to or exceeding 97 percent, minus the percentage voids in the design mix, of the theoretical maximum density determined as described in TMH1 Method C4.

During the construction of asphalt surfacing with rolled-in chips, the asphalt shall be paver-compacted, whereupon precoated chips shall be spread at the specified rate.

When the asphalt has reached the correct temperature, the chips shall be rolled in so that they are firmly bedded in the asphalt. Care shall be taken not to roll the chips flush with the asphalt but to leave them slightly proud.



The procedure for compacting the asphalt and rolling in the chips to produce the desired surface texture and specified degree of compaction, shall be determined on a trial section as described in clause 11.

The following requirements shall apply to rolling and compacting generally:

- (a) The material shall not be displaced excessively in a longitudinal or transverse direction, especially when gears are changed or the rollers are stopped or started.
- (b) No cracks or hair cracks shall be formed and the bond with the underlying layer shall not be broken.
- (c) The density shall be uniform over the entire area of the layer.
- (d) The tyre pressure of the pneumatic rollers shall be adjusted to the maximum that can be carried by the mixture without excessive displacement.
- (e) In restricted areas where the specified rollers cannot be used, compaction shall be carried out with hand- operated mechanical compaction equipment or approved miniature vibration rollers.

#### 10. LAYING OF TRIAL SECTIONS

Before the Contractor commences with the construction of any asphalt base or surfacing, he shall demonstrate, by laying a trial section 200 m<sup>2</sup> in area, that the equipment and processes he proposes to use will enable him to construct the particular asphalt course in accordance with the Project Specified requirements. Only when such a trial section has been satisfactorily laid and finished, and complies with the specified requirements, will the Contractor be allowed to commence with construction of the permanent work. The Engineer will determine the position where the trial section is to be placed so that, if the trial section is approved, it will form part of the permanent work.

#### 11. PROTECTION AND MAINTENANCE

The Contractor shall protect the asphalt base and asphalt surfacing from all damage until the work is finally accepted by the Employer and shall maintain the surfacing work until the end of the maintenance period. Any damage occurring to the completed base or surfacing, except fair wear and tear on surfacing during the maintenance period, or any defects which may develop on account of faulty workmanship, shall be made good by the Contractor at his own expense and to the satisfaction of the Engineer.

#### 12. TESTING

##### 12.1 Sampling

Sampling of asphalt mixes shall normally be carried out at the mixing plant, but the Engineer may direct that sampling be also carried out at the paver if there is any danger of segregation of the mix during transportation and spreading.

##### 12.2 Special tests

- (a) The test for air permeability of asphalt, when required in the Project Specifications, shall be conducted as described in document TRH8 (Appendix C), published by the Department of Transport.
- (b) The creep test on gap-graded asphalt shall be carried out in accordance with method C6T of TMH1. The appropriate minimum creep modulus will be given in the Project Specifications.

##### 12.3 Process control

The minimum frequency of testing that will be required from the Contractor for the purpose of process control shall be as set out in the Project Specifications.

##### 12.4 Routine inspection and testing

Routine inspection and testing will be carried out by the Engineer in accordance with the provisions of the Project Specifications to test the completed work for compliance with the dimensional tolerances, quality of material, density of compaction and any further requirements stated in this section.  
 Any materials or workmanship which does not comply with the specified requirements shall be removed and replaced with materials and workmanship which do comply with the Project Specifications, or, if the Engineer so permits shall be repaired as specified by the Engineer to comply with the specified requirements after they have been repaired.

## 12.5 The coring of asphalt layers

The Contractor shall provide suitable coring machines capable of cutting 100 mm diameter cores from the completed asphalt layers. The Contractor shall be paid in accordance with the relevant pay item for cutting any cores ordered by the Engineer. No payment will be made for cores that do not pass the test.  
 The cost of extracting cores for process control shall be included in the Contractor's rates for the construction of asphalt pavement layers and shall not be paid for separately.  
 All core holes shall be neatly repaired with asphalt and compacted to the specified density. Wherever possible, the cores shall be filled with the same mix as that used for the layer tested

## 2. Drawings

Drawing number	Revision	Title
Attached		

## 3. Specifications

Title	Date or revision	Tick if publicly available
SANS 1200		
Project specifications		

## 4. Constraints on how the Contractor Provides the Works

Due to the nature of the business at Pretcon Container Terminal any construction activities will require contractor to have visible safety personnel on site.

## 5. Requirements for the programme

The Contractor shall include with his tender a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

## 6. Services and other things provided by the Employer

The Employer shall arrange for the supply of water and electricity to the proposed campsite. All costs for usage will be to the Contractor's account.

Item	Date by which it will be provided
Campsite	
Services (water & electricity)	

## 7. Procurement

### 7.1 Code of Conduct

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

- The Transnet Detailed Procurement Procedure (DPP);
- 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); and
- The Anti Corruption Act.

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

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

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

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
  - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
  - Employees must not accept or request money or anything of value, directly or indirectly, to:
    - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
    - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
    - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
  - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

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

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

## **8.1 The Contractor's Invoices**

- 8.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 8.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 8.1.3 The invoice states the following:
  - Invoice addressed to Transnet Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number C341 4129.
- 8.1.4 The invoice contains the supporting detail "Asphalt surface for Pretcon".
- 8.1.5 The invoice is presented by hand delivery.
- 8.1.6 Invoices submitted by hand are presented to:

TFR RME  
Cnr Jetpark & North reef rd  
Elandsfontein  
Johannesburg  
For the attention of the Contract Administrator
- 8.1.7 The invoice is presented as an original.

## C4: Site Information

### C4.1: Information about the *site* at time of tender which may affect the work in this contract

#### 1. Access limitations

Due to the nature of the business at Pretcon Container Terminal, any construction activities will have to take place during normal working hours. Any work falling outside these times, the contractor shall get written approval from the Project Manager before such work commences.

#### 2. Ground conditions in areas affected by work in this contract

All layer works have been completed to base level.

#### 3. Hidden and other services within the site

The Project Manager or Technical Officer shall be responsible for locating and pointing out existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager shall be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair shall be done at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

#### 4. Details of existing buildings / facilities which *Contractor* is required to work on

n/a