

Description of the Works: The Provision of the Refurbishment and Upgrade of Matatiele Station Buildings

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## **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR THE PROVISION OF THE REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS**

<b>RFP NUMBER</b>	<b>: TP-2024-03-0002-61141-RFP</b>
<b>ISSUE DATE</b>	<b>: 26 March 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 05 April 2024</b>
<b>SITE BRIEFING VENUE</b>	<b>: Matatiele Station Building (30°20'19"S (Latitude), 28°48'39"E (Longitude))</b>
<b>CLOSING DATE</b>	<b>: 19 April 2024</b>
<b>CLOSING TIME</b>	<b>: 14h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date.</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF THE REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT</b>	<p>A Compulsory Tender Clarification Meeting with site visit will be conducted at Matatiele Station Buildings, 30°20'19"S (Latitude), 28°48'39"E (Longitude), <b>on the 5th April 2024, at 12:00am [12 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting with site visit will start punctually and information will not be repeated for the benefit of Tenderers arriving late. Bidders wishing to visit the other site are free to do so by making a booking by email to <a href="mailto:oscar.mhlanga@transnet.net">oscar.mhlanga@transnet.net</a>.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes and high visibility.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.</li> <li>• Tenderers must complete and sign an attendance register that will be circulated at the meeting.</li> </ul>
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	<p>In addition to signing the attendance register a Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing and complete proof of attendance will be disqualified.</b></p>
<b>COMMUNICATION</b>	<p>For specific queries relating to this RFP during the tendering stage, a Respondent may only communicate with Oscar Mhlanga on email <a href="mailto:oscar.mhlanga@transnet.net">oscar.mhlanga@transnet.net</a> within five (5) working days before the closing date.</p>
<b>CLOSING DATE</b>	<p><b>14:00 noon on 19 April 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads**

**they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
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
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions



		C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Oscar Mhlanga
	Address:	202 Anton Lembede Street, Durban
	E – mail	<a href="mailto:oscar.mhlanga@transnet.net">oscar.mhlanga@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	<b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b>	
	<b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b>	
	a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>5GB</b> class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB.</li> <li>the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and</li> </ol>	

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3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 5GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

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

**3. Stage Three - Eligibility with regards to professional registration:**

- A. Professional Engineering Registration with ECSA as Professional Engineer or Professional Technologist (Electrical).
- B. SACPCMP for Project Manager (Pr. CPM or Pr. CM Certificate)
- C. SACPCMP for Health and Safety.
- D. Installation Electrician Certificate
- E. Proof of registration with Department of Labour as an Electrical Contractor

**All Copies for proof of Qualifications and Professional registration must be certified.**

**The certification must be not older than 3 months.**

***Any tenderer that fails to meet the stipulated pre-qualifying criteria will be disqualified.***

**4. Stage Four - Functionality:**

Only those tenderers who obtain the minimum qualifying threshold points for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.

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

***Any tenderer that fails to meet the stipulated threshold criteria will be regarded as an unacceptable tender.***

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C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intend forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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C.2.13.3 Each tender offer shall be in the **English Language.**

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- C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

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

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

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

Time: **14:00 noon** on the **19<sup>th</sup> April 2024**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status** and the documents below:

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
<b>Gatekeepers (Mandatory)</b> <b>1.</b> CIDB Grade 5GB or higher <b>2. Electrical Engineer (This may be subcontracted)</b> Professional Registration: Valid Professional Engineering Registration with ECSA as Professional Engineer or Professional Technologist <b>3. Project Manager:</b> Professional Registration: Valid Professional Project Management Registration with SACPCMP as Professional Project Manager or Professional Construction Manager <b>4. Project Site Health and Safety Officer (This may be subcontracted)</b> Valid Professional Registration: SACPCMP for Health and Safety <b>5.</b> Main contractor or the sub-contractor must have an IE – Installation Electrician (Attach certificate) <b>6.</b> Main contractor or sub-contractor to provide proof of registration with Department of Labor as an Electrical Contractor  <b>All above requirements are mandatory. Bidders who fail to submit all documents will be disqualified.</b> <b>All Copies for proof of Qualifications and Professional registration must be certified.</b> <b>The certification must be not older than 3 months.</b>			
<b>T2.2-04 Programme</b>	No Timeline	0	20
	The tenderer has provided timeline in Ms Project or similar with over 20% deviation from targeted date	2	
	The tenderer has provided timeline in Ms Project or similar with 20% deviation from targeted date	5	
	The tenderer has provided timeline in Ms Project or similar with 15% deviation from targeted date	10	
	The tenderer has provided timeline in Ms Project or similar with 10% deviation from targeted date	15	
	The tenderer has provided timeline in Ms Project or similar with 5% deviation from targeted date	20	
<b>T2.2-05 Management and CVs of Key Persons</b>	<b>Experiences: Site/Project Manager</b>		10
	Construction/Engineering experience (related to the works) < 3yr	1	
	Construction/Engineering experience (related to the works) < 5yrs	3	
	Construction/Engineering experience (related) to the works > 5yrs	5	
	<b>Experience: Site Supervisor</b>		
	Construction/Engineering experience (related to the works) < 3yr	1	
	Construction/Engineering experience (related to the works) < 5yrs	3	
	Construction/Engineering experience (related to the works) > 5yrs	5	
	No QCP/ITP presented or is not for the tendered works.	0	
	QCP/ITP identifies at least one of the key elements (activities, approval		

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
<b>T2.2-06 Quality Plan</b>	points, hold points & is for the works tendered for)	5	20
	ITP/QCP identifies at least two of the key elements (activities, approval points, hold points & is for the works tendered for)	10	
	ITP/QCP identifies at least three of the key elements (activities, approval points, hold points & is for the works tendered for)	15	
	ITP/QCP clearly and adequately identifies all key activities, has allocated hold, witness, and review and surveillance points & is for the works tendered for. Evidence: Supplied QCP/ITP	20	
<b>T2.2-07 Risk assessment Plan(Specific to Works)</b>	Risks, mitigations, tolerance matrix in line with activities not identified.	0	15
	Risks identified, mitigation not provided, and tolerance matrix not provided	5	
	Partial risks identified, mitigation provided, and tolerance matrix not provided	10	
	All major risks identified, mitigation provided, and tolerance matrix provided	15	
<b>T2.2-08 Previous Experience</b>	No evidence provided	0	10
	Bidder has successfully completed 1 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	2	
	Bidder has successfully completed > 1, <= 3 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	4	
	Bidder has successfully completed > 3, <=5 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	6	
	Bidder has successfully completed > 5, <=8 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	8	
	Bidder has successfully completed > 8 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	10	
	Scantly detailed methodology	5	
	Detailed methodology, no sequential approach, no standards applicable mentioned	10	
<b>T2.2-09 Method Statement</b>			

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

**Bids that fail to achieve 70 points out of 100 points for functionality (Technical Evaluation) shall be disqualified.**

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

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

- **T2.2- 04 Programme**
- **T2.2-05 Management & CVs of Key Persons**
- **T.2.2-06 Quality Plan**
- **T02.2-07 Risk Assessment Plan**
- **T.2.2-08 Company Experience**
- **T.2.2-09 Method Statement**

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

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

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

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

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

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

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- C.3.13 Tender offers will only be accepted if:
1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
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3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia.

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## **T2.1 List of Returnable Documents**

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

- T2.2-01 **Stage One:** Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB:** Eligibility Criteria Schedule - CIDB Registration
- T2.2-03 **Stage Three:** Proof of Registration/Certificate

### **2.1.2 Stage Three: These schedules will be utilised for evaluation purposes:**

- T2.2-04 **Evaluation Schedule:** Programme
- T2.2-05 **Evaluation Schedule:** Management & CV's of Key Persons
- T2.2-06 **Evaluation Schedule:** Quality Plan
- T2.2-07 **Evaluation Schedule:** Risk Management Plan
- T2.2-08 **Evaluation Schedule:** Company Experience
- T2.2-09 **Evaluation Schedule:** Method Statement

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-10 Health & Safety Questionnaire
- T2.2-12 Authority to submit tender
- T2.2-13 Record of addenda to tender documents
- T2.2-14 Letter of Good Standing

### **Agreement and Commitment by Tenderer:**

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-22 Insurance provided by the Contractor

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

## **2.3 C1.2 Contract Data**

## **2.5 C2.1 Pricing Instructions (Bill of Quantities)**

## **2.6 C2.2 Bill of Quantities**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

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

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

## T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

---

## **T2.2-03: Eligibility Criteria Schedule – Proof of Registration**

### **Eligibility Criteria**

#### **A1: Professional Engineering Registration with ECSA as Professional Engineer or Professional Technologist (Electrical)**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

---

**Certificate Number:**

---

**A certificate must be attached**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023

---

SIGNATURE OF WITNESS

CPM 2020 Rev 01

---

SIGNATURE OF RESPONDENT

Part T2: Returnable Schedules  
T2.2-03: Proof of Registration

---

## **A2: Professional Registration for the Project Manager as a Pr. CPM or Pr. CM with SACPCMP**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

---

**Certificate Number:**

---

**A certificate must be attached**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023

---

SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT

---

### **A3: Installation Electrician**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**has been issued the IE certificate by the following body**

---

**Certificate Number:**

---

**A certificate must be attached**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023

---

SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT



## **A4: SACPCMP for Health and Safety**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a registered member of the following body**

---

**Certificate Number:**

---

**A certificate must be attached**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023

---

SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT

## **A5: Proof of Registration with The Department of Labour**

NAME OF COMPANY:

---

I/We 

---

In our capacity as:

---

do hereby certify that (Name)

---

**is registered with the department?**

---

**Certificate Number:**

---

**A certificate must be attached**

SIGNED at 

---

 on this 

---

 day of 

---

 2023

---

SIGNATURE OF WITNESS

---

SIGNATURE OF RESPONDENT

## T2.2-04: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Microsoft Projects or Primavera software.**

.

The tenderer shall provide the proposed programme, at a **Level 3** showing but not limited to the following:

1. Logical sequence of events aligned to activities (schedule vs methodology)
2. Milestones with starting date, site access date and project completion date.
3. Clearly indicate critical path on program.
4. Provisions of procurement of long lead items
5. Provision for Safety, Health & Environment and Quality requirements
6. Linkage of activities

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

<b>Score 0</b>	The tenderer has submitted inadequate information to achieve a score.
<b>Score 20</b>	The tenderer has provided timeline but handwritten
<b>Score 40</b>	The tenderer has provided timeline in Ms Project or similar with 20% deviation from targeted date.
<b>Score 60</b>	The tenderer has provided timeline in Ms Project or similar with 15% deviation from targeted date.
<b>Score 80</b>	The tenderer has provided timeline in Ms Project or similar with 10% deviation from targeted date.
<b>Score 100</b>	The tenderer has provided timeline in Ms Project or similar with 5% deviation from targeted date.

## T2.2-05: Evaluation Schedule - Management & CV's of Key Personnel

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

1. An Organisation Chart showing key technical personnel (including key personnel) onsite, management and years of experience must be submitted.
2. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. Relevant experience
  - ii. The education, training, skills and certifications of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of work experience, education, training, skills and certifications must be attached to the C.V.
3. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
  - a. Name
  - b. Place (s) of tertiary education and dates associated therewith
  - c. Professional awards
- ii. Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
- iii. Name of current and previous employer(s) and position(s) with relevant experience in relation to the scope of works and years worked
- iv. Outline of recent assignments/experience that has a bearing on the Scope of Works

**Note: Failure to submit the above requested documentation will be result in a score of zero in this section.**

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Engineer		
2	Site Supervisor		

The scoring of the Management & CV's of Key Persons will be as follows:

	Experience for each of the 4 Key Personnel
<b>Score 0</b>	No CV attached or no relevant experience (related to the works)
<b>Score 20</b>	Construction/Engineering experience (related to the works) < 3yr
<b>Score 60</b>	Construction/Engineering experience (related to the works) < 5yrs
<b>Score 100</b>	Construction/Engineering experience (related to the works) > 5yrs



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

A blank sheet of white paper with horizontal ruling lines.

## T2.2-06: Evaluation Schedule: Project Quality Plan Requirements

The tenderer must submit Project Quality Plan with the following documents as a minimum with your tender:

1. Overview and understanding of scope of works and key requirements.
2. Organogram with positions, roles and responsibilities.
3. Procedures: Document control– provide a description of how documents provided by TPL will be managed e.g. management tools and databases, internal and external distribution of documents to TPL, third parties, internal review and approval routes and authorities, receipts, registration and maintained, codes, standards and specifications.
4. Procedures: Design control– provide procedures for the control of these design activities. This must also factor in the roles and responsibilities.
5. Provide project schedule as per this scope of works requirements.
6. Provide commissioning and training plan.

The scoring of the Tender's Project Quality Plan Requirements criteria is as follows:

<b>Score 0</b>	The tenderer has submitted inadequate information to achieve a score.
<b>Score 25</b>	QCP/ITP identifies at least one of the key elements (activities, approval points, hold points & is for the works tendered for)
<b>Score 50</b>	ITP/QCP identifies at least two of the key elements (activities, approval points, hold points & is for the works tendered for)
<b>Score 75</b>	ITP/QCP identifies at least three of the key elements (activities, approval points, hold points & is for the works tendered for)
<b>Score 100</b>	ITP/QCP clearly and adequately identifies all key activities, has allocated hold, witness, and review and surveillance points & is for the works tendered for.

## T2.2-07: Evaluation Schedule: Risk Elements

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

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

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

<b>Score 0</b>	The tenderer has submitted inadequate information to achieve a score.
<b>Score 33</b>	Risks identified, mitigation not provided, and tolerance matrix not provided
<b>Score 66</b>	Partial risks identified, mitigation provided, and tolerance matrix not provided
<b>Score 100</b>	All major risks identified, mitigation provided, and tolerance matrix provided



## T2.2-08: Evaluation Schedule: Company Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their experience over the last five years in similar projects, hazardous areas, conditions and circumstances in relation to the scope of work, and to this end shall supply a sufficiently detailed traceable reference list with contact details of existing and/or previous customers and also indicates their previous experience.

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

1. Company previous experience in similar projects, hazardous areas, conditions and circumstances in relation to the scope of works.
2. Contract values of projects completed.
3. List of traceable references with contact details.

The scoring of the Previous Experience will be as follows:

	Company Previous Experience
<b>Score 0</b>	Tenderer has submitted irrelevant information to determine a score
<b>Score 40</b>	Bidder has successfully completed > 1, <= 3 similar Project (similar projects include design and construction or refurbishment of existing building).
<b>Score 60</b>	Bidder has successfully completed > 3, <=5 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.
<b>Score 80</b>	Bidder has successfully completed > 5, <=8 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works..
<b>Score 100</b>	Bidder has successfully completed > 8 similar Project (similar projects include design and construction or refurbishment of existing building).  Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.

**Index of documentation attached to this schedule**

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

## T2.2-09: Evaluation Schedule: Method Statement

### Note to tenderers:

Method Statement which responds to the scope of work and outlines proposed approach/methodology including that relating to but not limited to programme, method statement, technical approach and an understanding of the project objectives.

Method Statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include details contained in the schedule which is aligned to the programme under T 2.2.-04. Tenderers to also exhibit a clear understanding of the Scope of Works and provide detailed method statements for all activities in the schedule incorporating industry standard best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance and explain the technical approach they would adopt address them. The Method Statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The Method Statement should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method Statement should cover:

- a. Outline of proposed approach
- b. Narrative related to the programme
- c. Detailed method statement, technical approach and construction sequencing in terms of the Works Information (design philosophy)
- d. Demonstrate the understanding of the project objectives
- e. Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilised
- f. Detailed list of other resources utilized including the resource matrix

The Tender must attach his o/ her approach paper to this page.

The Tenderer must refer to the Works Information for a full description of the scopes of works.

	Method Statement
<b>Score 0</b>	The Tenderer has submitted no information to determine the score.
<b>Score 20</b>	The Method Statement is not acceptable as it will not satisfy the project objectives or requirements. The Tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project
<b>Score 40</b>	The technical approach and / or methodology is poor, not realistic and is therefore unlikely to satisfy the project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Score 60</b>	The Method Statement is tailored to address specific project objectives and requirements. The Method Statement adequately deals with the critical characteristics of the project. The approach to managing risk is adequate.

	Method Statement
<b>Score 80</b>	The Method Statement is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The Method Statement to managing the risks etc. is specifically tailored to the critical characteristics of the project.
<b>Score 100</b>	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge and state-of-the-art approaches.  The Method Statement details ways to improve the project outcomes and the quality of the outputs.

## **T2.2-10: Health and Safety Questionnaire**

Health, Safety Questionnaire

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

3. CERTIFICATE OF RECOGNITION

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

4. SAFETY PROGRAM

Do you have a written safety program manual?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes, provide a copy for review				
Do you have a pocket safety booklet for field distribution?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes, provide a copy for review				
Does your safety program contain the following elements:				
	YES	NO	YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>		

5. TRAINING PROGRAM

5A.	Do you have an orientation program for new hire employees?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, include a course outline. Does it include any of the following:				
	YES	NO	YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>

5B.

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

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

6.

SAFETY ACTIVITIES

Do you conduct safety inspections? 

Yes No Weekly Monthly Quarterly

☐☐☐☐☐

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

Who follows up on inspection action items?

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

Yes No Daily Weekly Biweekly

☐☐☐☐☐

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

Yes No Weekly Biweekly Monthly

☐☐☐☐☐

Is pre-job safety instruction provided before to each new task? 

☐ Yes ☐ No

Is the process documented? 

☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? 

☐ Yes ☐ No

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

Attach separate sheet to explain

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Part T2: Returnable Schedules  
T2.2-08: Evaluation Schedule:  
Health and Safety Questionnaire



<b>7. SAFETY STEWARDSHIP</b>						
7A	Are incident reports and report summaries sent to the following and how often?					
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7B	How are incident records and summaries kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7C	How are the costs of individual incidents kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7D	Does your company track non-injury incidents?					
		Yes	No	Monthly	Quarterly	Annually
	Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8 PERSONNEL</b>						
List key health and safety officers planned for this project. Attach resume.						
Name		Position/Title			Designation	
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?						
Name		Address			Telephone Number	
Other responsibilities:						
<b>9 REFERENCES</b>						
List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address			Phone Number	

## T2.2-12: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

---

## B. Certificate for Partnership

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

Name	Address	Signature	Date

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

---

### C. Certificate for Joint Venture

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

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

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

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

---

#### **D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

---

## T2.2-13: Record of Addenda to Tender Documents

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

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



## **T2.2-15: ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



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

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

Signed

Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Enterprise  
name  
\_\_\_\_\_

## SBD 6.1

### SPECIFIC GOALS POINTS CLAIM FORM

**This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment

[**B- BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

## 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

<b>DESCRIPTION</b>	<b>POINTS</b>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	
B-BBEE Level of contributor – Level 1 & 2	10 points
+51% Black Youth Owned Entities	5 points
30% Black women Owned entities	5 points
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 3. DEFINITIONS

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- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

## 4. POINTS AWARDED FOR PRICE

### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

### 4.2 EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents

<p>The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ul style="list-style-type: none"> <li>I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities</li> <li>II. Entities with a specified minimum B-BBEE level (1 and 2)</li> <li>III. EMEs and/or QSEs who are 51% black owned.</li> </ul>	<p>Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline.</p>
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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

- 5.1 Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
BBBEE Level of Contribution (Level 1 to 2)	10
>30% Black Women Owned Entities	5
>50% Black Youth Owned Entities	5
Non-compliant contributor	0

- 5.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

- 5.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 7.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

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



## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional Service provider

☐ Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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



9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I,..... the  
undersigned, (name)..... in submitting  
the accompanying bid, do hereby make the following statements that I certify to  
be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## **T2.2-15 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 Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## **2. CONFIDENTIAL INFORMATION**

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



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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

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## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

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## **T2.2-16: RFP DECLARATION FORM**

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

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

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

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- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## **T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW**

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDER

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## **T2.2-18 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDERER



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## **T2.2-19 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **2 COMMITMENTS OF TRANSNET**

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

- 
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity

will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.



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- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....

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## **T2.2-20 : 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.

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### ***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



## T2.2-21: 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
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			
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.			
Insurance in respect of loss of or damage to own property and equipment. (Other)			

## C1.1: Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **The Provision of the Design and Construction Works of Umbilo Canal**

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

Name & signature of witness		
Date		

C1.2 Contract Data

Part one - Data provided by the Employer

CI	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B:      Priced contract with Bill of Quantities</b>
	dispute resolution Option	<b>W1:    Dispute resolution procedure</b>
	and secondary Options	
		<b>X2      Changes in the law</b>
		<b>X7:    Delay damages</b>
		<b>X16:   Retention</b>
		<b>X18:   Limitation of liability</b>
		<b>Z:      Additional conditions of contract</b>
		of the NEC3 Engineering and Construction Contract April 2013
10.1	The Employer is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Property 1st Floor Transnet Pipelines Building 202 Anton Lembede Street Durban 4001</b>  <b>Postal Address: P O Box 61577 Bishopsgate South Africa 4008</b>
	Tel No.	
10.1	The <i>Project Manager</i> is: (Name)	<b>Sizwesihle Kumalo</b>
	Address	<b>Transnet Property 1st Floor Transnet Pipelines Building 202 Anton Lembede Street Durban 4001</b>
	Tel	
	e-mail	<a href="mailto:sizwesihle.kumalo@transnet.net">sizwesihle.kumalo@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	<b>Sarvdasha Sewlal</b>
	Address	<b>Transnet Property 1st Floor Transnet Pipelines Building 202 Anton Lembede Street Durban 4001</b>
	Tel No.	<b>TBA</b>
	e-mail	<a href="mailto:sarvdasha.sewlal@transnet.net">sarvdasha.sewlal@transnet.net</a>
11.2(13)	The <i>works</i> are	The Refurbishment, Alteration, Standardization, and Commissioning of Matatiele Station Buildings.
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Nation-Wide, South Africa</b>

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 Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the works is	6 months from the contract start date	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is.	TBA	
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.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25 <sup>th</sup> (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be made on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)  the number of days with rainfall more than 10 mm	



the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

and these measurements: Matatiele

The place where weather is to be recorded (on the Site ) is:

At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose.

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Matatiele

and which are available from:

South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>NONE</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and 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 performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
84.1	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>

	4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
		Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
		The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.</b>
		Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the <i>Employer</i>).</b>
Ty  -84.1		The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<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>
		The <i>Contractor</i> provides these additional Insurances	<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>, the <i>Contractor</i> shall satisfy the <i>Employer</i> 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 <i>Employer</i> 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 <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</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 R 5 000 000.</b></li> </ol>

		<p><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 Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor</b></p> <p><b>6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.</b></p> <p><b>7 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.</b></p> <p><b>10 23.3 Subject to clause 23.4 below, if the Supplier fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is	<b>Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.</b>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Principal Controlled Insurance (PCI) or Project Specific Insurance.	<p><b>As stated in the Principal Controlled Insurance policy for Contract Work</b></p> <p><b>Principal Controlled Insurance</b></p>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>1</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
60.6	The <i>method of measurement</i> is	<b>published by and amended as stated in the preambles to the bill of quantities.</b>

<b>1 Data for Option W1</b>		
W1.1	The <i>Adjudicator</i> is	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is  The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Durban, Kwazulu Natal, South Africa</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>1 Data for secondary Option clauses</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 1000.00 per day up to 10% of the contract value</b>
<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The retention free amount is	<b>NIL</b>
	The retention percentage is	<b>5% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>The Total of the Prices</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>Five (5) years after Completion of the whole of the works</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
	The <i>additional conditions of contract</i> are:	
<b>Z.1</b>	<b>Obligations in respect of Supplier Development Programme (SDP)</b>	
Z1.1	It will be a material term of this contract that the <i>Contractor</i> contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the <i>Employer</i> . In response to this requirement, the <i>Contractor</i> undertakes to implement the Supplier Development (SD) initiatives as per the <i>Contractor's</i> Supplier Development Plan.	
<b>Z1.2</b>	The <i>Contractor's</i> SD Plan constitutes an offer to perform all its SD commitments to a minimum of __% of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.	
<b>Z1.3</b>	In order to prevent any doubt, the <i>Contractor's</i> SD obligations shall not constitute a separate activity in the <i>activity schedule</i> . The value of the <i>Contractor's</i> SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the <i>Employer</i> .	
<b>Z1.4</b>	The milestones for the implementation of SD targets will be every six months after Contract Date. The <i>Employer's Agent</i> will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The <i>Contractor</i> shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).	

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

<b>Z1.10</b>		<p>The <i>Contractor</i> shall provide the <i>Employer</i> with a credit note for the amount due under this clause within 10 days after receipt of an invoice from the <i>Employer</i>, failing which the <i>Employer</i> shall, without prejudice to any other rights of the <i>Employer</i> under this Agreement, be entitled to:</p> <ul style="list-style-type: none"> <li>deduct the amount due for the non-compliance penalty under the retention clause and</li> <li>Claim payment of the remaining amount due of the non-compliance penalty from the <i>Contractor</i>. The <i>Employer</i> is entitled to deduct this amount not paid by the <i>Contractor</i> from the SD retention percentage.</li> </ul>
<b>Z1.11</b>		In addition to the Supplier Development and B-BBEE commitments that the <i>Contractor</i> makes, the <i>Contractor</i> has in its tender provided with the <i>Employer</i> with an understanding of the Contractor's position with regard to issues such a waste disposal, recycling and energy conservation.
<b>Z1.12</b>	<b>Reporting Obligations for Supplier Development</b>	Please see Annexure D
<b>Z2</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	
<b>Z2.1</b>		<p>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody's Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the <i>Employer</i>) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody's Investor Services Limited) and otherwise acceptable to the <i>Employer</i> (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the <i>Contractor</i> with an issuer that complies with the minimum required credit rating.</p>
<b>Z3</b>	<b>Obligations in respect of Joint Venture Agreements</b>	

<b>Z3.1</b>	<p>Insert the additional core clause 27.5</p> <p><b>27.5.</b> In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• A brief description of the Contract and the Deliverables;</li> <li>• The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;</li> <li>• The constituents' interests;</li> <li>• A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;</li> <li>• Details of an internal dispute resolution procedure;</li> <li>• Written confirmation by all of the constituents: <ul style="list-style-type: none"> <li>i. of their joint and several liability to the Employer to Provide the Works;</li> <li>ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Contractor's</i> representative;</li> <li>iii. Identification of the roles and responsibilities of the constituents to Provide the Works.</li> </ul> </li> <li>• Financial requirements for the Joint Venture: <ul style="list-style-type: none"> <li>i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;</li> <li>ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture</li> </ul> </li> </ul>
<b>Z3.2</b>	<p>Insert additional core clause 27.6</p> <p><b>27.6.</b> The contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
<b>Z4</b>	<b>Additional obligations in respect of Termination</b>



<b>Z4.1</b>		<p>The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z4.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z4.3</b>		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z6</b>	<b>Local Content Obligations</b>	
<b>Z6.1</b>		In terms of Annexure A (SBD 6.2) and Annexure C of the RFP, the <i>Contractor</i> has undertaken to implement the local content and production requirements set by National Treasury for Electrical and telecommunication cables sector ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Contractor to comply with Annexures A and C in order for it to fulfil its local content obligations.
<b>Z6.2</b>		The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act
<b>Z6.3</b>		The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Content Declaration templates with the actual local content values for the duration of the contract.
<b>Z6.4</b>		Breach of Local Content obligations also provides the <i>Employer</i> cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.
<b>Z6.5</b>	<b>Non-compliance Penalties for Local Content</b>	The Contractor must refer to Annexure C of the Contract Data with regards to non-compliance penalties applicable to Local Content, and to note that penalties will be deducted from the retention amount allocated to local content as shown in clause X16.
<b>Z6.6</b>	<b>Reporting Obligations for Local Content</b>	
		Please see Annexure D
<b>Z7</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>	

<b>Z7.1</b>	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>
	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z9</b>	<p><b>Protection of Personal Information Act</b></p> <p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>

## C1.2 Contract Data

**Part two - Data provided by the *Contractor***

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>1</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 156 to 158 of the ECC3 Guidance Notes.

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

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

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

11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in: <b>Part C3 'Scope of Works' section of this contract</b>		
31.1	The programme identified in the Contract Data is		
B	<b>Priced contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is (in figures) (in words), excluding VAT		
B	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>	
41 in SSCC	The percentage for people overheads is:		%
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is % (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size capacity or Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are		Hourly rate
62 in SSCC	The percentage for design overheads is		%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

### **Annexure C – Non-compliance Penalties for Local Content**

#### **Non-compliance Penalties for Local Content:**

- a) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- b) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- c) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>2</sup> is lower than the Required Local Content Spend<sup>3</sup> (or the Adjusted Required Local Content Spend<sup>4</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1.5% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

<sup>2</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>3</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>4</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

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

**Non-compliance Penalty Certificate:**

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

**Payment of Non-compliance Penalties:**

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

## Annexure D – Reporting

### Reporting

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

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

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



## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>5</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 156 to 158 of the ECC3 Guidance Notes.

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

C	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name: Job: Responsibilities: Qualifications: Experience:	
	2 Name: Job: Responsibilities: Qualifications: Experience:	

<sup>5</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

**CV's (and further key persons data including CVs)  
are appended to Tender Schedule entitled.**

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
B	Priced contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is (in figures) (in words), excluding VAT		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components	
41 in SSCC	The percentage for people overheads is:	%	
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or Rate capacity
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

## **Annexure C – Non-compliance Penalties for Local Content**

### **Non-compliance Penalties for Local Content:**

- l) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- m) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- n) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - vi. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - vii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - viii. To the extent that the Actual Local Content Spend<sup>6</sup> is lower than the Required Local Content Spend<sup>7</sup> (or the Adjusted Required Local Content Spend<sup>8</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - ix. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - x. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1.5% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content

<sup>6</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>7</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>8</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

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

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

**Non-compliance Penalty Certificate:**

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

**Payment of Non-compliance Penalties:**

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

## Annexure D – Reporting

### Reporting

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

Contract Manager or which otherwise comes to its attention. Both Parties must attend such a meeting and negotiate in good faith with a view to reach agreement on the steps or actions that the *Contractor* must undertake in order to remedy that non-compliance.

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

**PART C2: PRICING DATA**

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

## C2.1 Pricing instructions: Option B

### The *conditions of contract*

#### 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:

<b>Identified and defined terms</b>	11	
	11.2	<p>(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.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</p> <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.

#### 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.

#### 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.

## Measurement and payment

### 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 <sup>9</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

### General assumptions

<sup>9</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

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

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.

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.

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.

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.

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.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

## C2.2 *The bill of quantities*

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

**BILL OF QUANTITIES (CIVIL)**

**PROVISION OF REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS**

**The agreement applicable to this contract is the NEC3****GENERAL NOTES**

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

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

<b>1</b>	<b>PRELIMINARIES AND GENERAL</b>				
	<b>Contractual requirements:</b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
1.1	Allow amount for Site Establishment (Offices, Ablutions, tools, and equipment, water supplies point, electricity and communication)	Sum	1		
1.2	Allow an amount for De-establishment	Sum	1		
1.3	Allow amount for Environmental, Health and safety compliance and related obligations.	Sum	1		
1.4	Allow an amount for the protection of existing structures, services etc. until the construction in the vicinity is complete	Months	6		
1.5	Allow amount for supervision for Duration of construction	Months	6		
1.6	Allow for temporal fencing using diamond mesh and timber posts, fencing shall remain on site	m	220		
	<b>Section Total</b>				

<b>2</b>	<b>ALTERATIONS</b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
2.1	Break out and remove floor covering from scrap	m <sup>2</sup>	300		
2.2	Take out and remove plasterboard ceiling	m <sup>2</sup>	300		
2.3	Take out and remove kitchen cupboards 3mx1,2x900mm wide	No	2		
2.4	Break out and remove half brickwall	m <sup>2</sup>	150		
2.5	Break out and remove wc incl cistern incl sundry piping	No	4		
2.6	Break out and remove whb incl sundry pipinng	No	4		
2.7	Break out and remove urinal incl flush pipe	No	1		

2.8	Break out and remove glass from existing windows incl preparing for new	m <sup>2</sup>	20		
2.9	Take out and remove pvc pipe all sizes	m	40		
2.10	Take out and remove copper pipe all sizes	m	40		
2.11	Service existing windows incl installing new window stays	No	12		
2.12	Break out one brick wall to form opening for a single door incl precast lintel and making good sides with palster (paint e.m)	No	4		
2.13	Break out one brick wall to form opening for a double door incl precast concrete lintel and making sides with plaster (paint e.m)	No	2		
2.14	Take out and remove single door incl frame	No	4		
2.15	Take out and remove single garage door incl frame	No	10		
2.16	Brick up opening where doors were removed and allow opening to fit new double doors	No	12		
2.17	Break out and remove half brick wall	No	15		
2.18	Make good floors where half brick wall was removed	No	5		
2.19	Form neat opening 110mm diameter in one brick by coring	No	20		
2.20	Break concrete and excavate for a 110mm pipe incl backfilling and making good concrete	m	25		
2.21	Excavate in earth to expose existing services	m <sup>3</sup>	5		
	<b>Section Total</b>				

<b>3</b>	<b><u>STATION BUILDING REMEDIAL WORK</u></b>				
<b>Item</b>	<b><u>DESCRIPTION</u></b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
	<b><u>MASONRY</u></b>				
3.1	One brick wall in NFP bricks incl brickforce in every third course	m <sup>2</sup>	750		
3.2	Ditto but in closing openings	m <sup>2</sup>	80		
3.3	Half brick walls in NFP bricks incl brickforce in every third course	m <sup>2</sup>	110		
3.4	Ditto but in closing openings	m <sup>2</sup>	20		
	<b><u>CAPENTRY AND JOINERY</u></b>				

3.5	Meranti hardwood double door framed ledged braced door hung on steel frame	No	12		
3.6	Meranti hardwood single door ,framed ledged braced door hung on steel frame	No	4		
3.7	Single solid core door with masonite finish	No	4		
3.8	Double solid door with masonite finish	No	2		
3.9	19mmx75mm timber skirting incl quadrant bead	m	80		
	<b><u>CEILINGS AND PARTITIONS</u></b>				
3.10	Vinyl clad suspended ceilings (Ceiling grid White/vinyl/fissured/1200x600mm) incl hangers complete	m <sup>2</sup>	700		
3.11	Shadowline Trim	m	60		
3.12	300mm high bulkhead formed of 6mm plasterboard	m	30		
	<b><u>DRY WALL PARTITIONING</u></b>				
3.13	Gyproc standard 1/2hour fire rating type dry wall partition	m	40		
3.14	Extra over for vertical abutments	no	14		
3.15	Extra over for corner	no	12		
3.16	Extra over for T intersection	no	12		
3.17	75mm high aluminium skirting fixed to partition walls	m	40		
3.18	Extra over for aluminium frame for a single door	no	4		
3.19	Extra over for a single door hung on aluminium frame( solid core with masonite)	no	2		
	<b><u>TOILET CUBICLES</u></b>				
3.20	Partition 1555x1800mm high	no	12		
3.21	Full stiles 540x1850	no	12		
3.22	End stiles 150x1850	no	12		
3.23	Wall stiles 540x1850	no	12		
3.24	Extra over for doors(750*1800mm)	no	12		
	<b>Section Total</b>				

<b>4</b>	<b><u>REMEDIAL WORKS WAREHOUSE &amp; STATION BUILDING</u></b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
	<b><u>REMEDIAL WORK</u></b>				
4.1	Scrub and prepare concrete floors to receive new floor finishings	m <sup>2</sup>	1100		
4.2	2mm approved self-levelling screed	m <sup>2</sup>	1100		

	<b>VINYL SHEETING</b>				
4.3	2mm vinyl floor sheeting with welded seamless joints	m <sup>2</sup>	250		
4.4	450mm high skirting in vinyl sheeting with seamless welded joints	m	150		
	<b>TILES</b>				
4.5	Allow a PC sum of R12000 for supply of floor tiles laid in approved adhesive and grouted with approved dove grey grout	m <sup>2</sup>	800		
4.6	Ditto in skirtings 100mm high using tilling	m	120		
4.7	M*TRIM Aluminium trim on edges	m	60		
	<b>IRONMONGERY</b>				
4.8	Union Tesa knob cylinder complete with furniture lockcase etc	no	16		
4.9	Union double panic bolt Code 802DMG to fire doors	no	4		
4.10	Union door closer stainless steel finish	no	4		
4.11	Union Sandpiper pull handle	no	4		
4.12	Union Sandpiper push plate	no	4		
4.13	Union Sandpiper kickplate	no	4		
4.14	Union s/s door stop	no	12		
4.15	Union coat hook with rubber buffer	no	4		
4.16	Union s/s engraved name plate 150mmx150mm	no	16		
	<b>METAL WORK</b>				
4.17	Mild steel door frame suitable for one brick wall for a single door	no	6		
4.18	Ditto for a double door	no	12		
4.19	Supply and install hand rails (both sides of the walkway) to cross over the railway line, stainless steel				
	<b>PLASTER</b>				
4.20	2 coats plaster to walls	m <sup>2</sup>	1600		
	<b>SANITARY WARE</b>				
4.21	Vitreous China water closet (code 05750110) colour white with complete cobra watertech flush master junior	no	8		
4.22	Wooden toilet set colour white	no	8		
4.23	Cameo basin with three pre-punched tap configuration Colour white complete with cobra watertech stella range 1/2 inch single tap hole basin mixer C/P(code 3294ST)	no	4		
4.25	Protea urinal incl flushmaster	no	4		

4.26	Protea paraplegic 90 deg outlet pan with FM1,100flush master with extended lever handle (code C,FM8-80)	no	2		
4.27	32mm grabrail set SR1 behind water closet and DL2 on side wall as Chairman industris grabrails	no	2		
4.28	Stainless Steel toilet roll holder	no	10		
4.29	Stainless steel electric hand drier	no	10		
4.30	PVC soap dispenser	no	8		
4.31	Plastic PVC SHE bins	no	4		
4.32	5L hydroboil	no	3		
4.33	Kwikot 150L hot water cylinder complete incl tray	no	2		
	<b><u>GLAZING</u></b>				
4.34	1200x600mm stainless mirrors screwed to walls	no	6		
4.35	6,8mm laminated glass to existing steel windows up to 3m2	No	12		
	<b><u>PAINTWORK</u></b>				
4.36	Three coats plascon acrylic paint to walls and dry walls	m <sup>2</sup>	1800		
4.37	Three coats plascon acrylic paint to ceilings	m <sup>2</sup>	800		
4.38	Three coats acrylic paint to external walls	m <sup>2</sup>	300		
4.39	Three coats plascon velvagro to doors	m <sup>2</sup>	60		
4.40	Three coats plascon velvagro to steel frame	m <sup>2</sup>	22		
4.41	Three coats paint to timber skirtings with 300mm girth incl priming backs of timber	m	200		
4.42	Allow for R15 000 for provision of branding and sign boards.	Sum	1		
	<b>Section Total</b>				

<b>5</b>	<b><u>PLUMBING &amp; EXTERNAL WORKS</u></b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
5.1	50mm pvc waste pipe	m	80		
5.2	50mm pvc waste pipe chased in brickwork	m	80		
5.3	50mm waste pipe chased in concrete	m	45		
5.4	110mm pvc waste pipe	m	30		
5.5	110mm chased in brickwork	m	12		
5.6	110mm waste pipe in trenches ne 2m deep	m	120		



5.7	110mm pvc waste in trenches exc 2m but no 4m deep	m	40		
5.8	15mm copper pipe	m	60		
5.9	15mm copper pipe chased to walls	m	30		
5.10	28mm copper pipe fixed to walls	m	30		
5.11	28mm copper pipe chased to walls	m	15		
5.12	32mm copper pipe fixed to walls	m	12		
5.13	32mm copper pipe chased to walls	m	8		
5.14	15mm copper fittings	no	15		
5.15	28mm copper fittings	no	10		
5.16	32mm copper fittings	no	15		
5.17	50mm pvc bend	no	15		
5.18	50mm access bend	no	12		
5.19	50mm junction	no	8		
5.20	50mm acces junction	no	15		
5.21	50mm pvc adaptor	no	15		
5.22	110mm reducing junction	no	15		
5.23	110mm pvc pan connector	no	30		
5.24	110 mm pvc horn airvent	no	20		
5.25	110mm pvc junction	no	15		
5.26	110mm pvc acces junction	no	15		
5.27	110mm pvc bend	no	15		
5.28	110mm acces bend	no	20		
5.29	110mm adaptor	no	30		
5.30	15mm brass fullway gate valve	no	10		
5.31	28mm brass fullway gate valve	no	8		
5.32	50mm brass fullway gate valve	no	6		
	<b>EXTERNAL WORKS</b>				
5.33	Construct paraplegic ramp complete and walkway across the railway approximately 10m long and 2m wide with ramps and guard rails	No	1		
5.34	Prepare and fix external apron around the building	m <sup>2</sup>	240		
	<b>Section Total</b>				

<b>6</b>	<b>PROVISIONAL SUMS</b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
6.1	Allow a Provisional Sum of R140 000.00 for Air Conditioning installation (split units) for the station building and supply and installation of roof ventilators in the goods shed in accordance to SANS standards.	Sum	1		
6.2	Profit	Sum	1		
6.3	Attendance	Sum	1		
6.4	Allow a Provisional Sum of R80 000.00 for Fire fighting equipment	Sum	1		
6.5	Profit	Sum	1		

6.6	Attendance	Sum	1		
6.7	Allow a provisional Sum of R25 000.00 for backup power (small generator)	Sum	1		
6.8	Profit	Sum	1		
6.9	Attendance	Sum	1		
6.10	Allow a Provisional sum of R70 000.00 for kitchen fittings and furniture	Sum	1		
6.11	Profit	Sum	1		
6.12	Attendance	Sum	1		
6.13	Allow a sum of R60 000.00 for carports	Sum	1		
6.14	Profit	Sum	1		
6.15	Attendance	Sum	1		
6.16	Allow a sum of R80 000.00 for land scaping and fencing including grass cutting & cleaning of the yard including dumping fees to an approved dumping site	Sum	1		
6.17	Profit	Sum	1		
6.18	Attendance	Sum	1		
6.19	Allow a sum of R45 000 for storage racks and change rooms with lockers	Sum	1		
6.20	Profit	Sum	1		
6.21	Attendance	Sum	1		
6.23	Allow a sum of R150 000.00 for re-electricity, water and sewer connection fees	Sum	1		
6.24	Profit	Sum	1		
6.25	Attendance	Sum	1		
6.26	Allow a sum of R150 000.00 for removal roof coverings and make good	Sum	1		
6.27	Profit	Sum	1		
6.28	Attendance	Sum	1		
6.29	Allow a sum of R350 000.00 for professional fees (Electrical & Structural)	Sum	1		
6.30	Allow a sum of 650 000.00 for roof coverings complete incl roof trusses, gutters and down pipes for the old station building and repairs in the goods shed in accordance with SANS standards.	Sum	1		
6.31	Allow a sum of R50 000.00 serving existing electrical sub station and provide mass lights	Sum	1		
6.32	Profit	Sum	1		
6.33	Attendance	Sum	1		
6.34	Allow a sum of R30 000.00 for window blinds	Sum	1		
6.35	Allow a sum of R600 000.00 for Anciliary road works including unblocking of the existing storm water channels around the building, including paving of the driveway and parking area.	Sum	1		

6.36	Allow an amount of R60 000 for the provision of stainless-steel handrails around the goods shed building	Sum	1		
	<b>Section Total</b>				

<b>7</b>	<b><u>ELECTRICAL WORKS</u></b>				
<b>Item</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>AMOUNT</b>
	<b><u>Station Building</u></b>				
7.1	Decommissioning and removal of the existing electrical installation before the building contractor start with the interior works	item	1		
7.2	Distribution board	item	1		
	Refurbish the following distribution boards, including all equipment, complete with all accessories. Installation shall include fixing, accessories and earthing, to incorporate new circuits				
	The price shall include for all fixing materials, circuit terminations, lugs, cable straps and any other items necessary for the complete installation.				
	Material	No.	3		
	Labour	No.	3		
	<b>TRUNKING</b>				
7.3	Power Skirting				
	2 Compartment, 2 cover power skirting as specified, including covers, and all accessories.				
	Material	m	240		
	Labour	m	240		
7.4	P9000 galvanized trunking, hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	120		
	Labour	m	120		
7.5	150mm medium duty cable tray, welded wire mesh, hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	80		
	Labour	m	80		
	<b>Conduit, flush or surface mounted in wall including all couplings, bends, tees and saddles</b>				
7.6	25mm diameter, PVC conduit				

	Material	m	140		
	Labour	m	140		
7.7	20mm diameter, PVC conduit				
	Material	m	110		
	Labour	m	110		
	Galvanized pressed metal boxes, flush mounted in wall complete with mounting on conduit, built into brick or concrete, in roof space or on surface	item	1		
7.8	100 x 50 x 50mm box				
	Material	No.	20		
	Labour	No.	20		
7.9	100 x 100 x 50mm box				
	Material	No.	10		
	Labour	No.	10		
7.10	Galvanized/Steel round conduit box (anyway)				
	Material	No.	15		
	Labour	No.	15		
7.11	PVC round conduit box (anyway)				
	Material	No.	15		
	Labour	No.	15		
	Sub Total				
	<b><u>Main Building &amp; Warehouse</u></b>				
	Conductors				
	600/1000V grade PVC insulated stranded copper conductors drawn into conduit and trunking,				
7.12	1.5mm <sup>2</sup>				
	Material	m	600		
	Labour	m	600		
7.13	2.5mm <sup>2</sup>				
	Material	m	300		
	Labour	m	300		
7.14	4 mm <sup>2</sup>				
	Material	m	120		
	Labour	m	120		
	Bare copper earth wire (BCEW) laid in ducts, trenches, horizontal racks, cable trays, channels, etc.				
7.15	1,5 mm <sup>2</sup>				
	Material	m	350		
	Labour	m	350		
7.16	2,5 mm <sup>2</sup>				
	Material	m	20		
	Labour	m	20		
7.18	6,0 mm <sup>2</sup> x 4 core flattwin cable plus earth for aircon units				
	Material	m	150		
	Labour	m	150		

7.19	16 mm <sup>2</sup> x 4 core flattwin cable plus earth for aircon units, sub DB				
	Material	m	40		
	Labour	m	40		
	Light Switches				
7.20	16 Ampere 230V, one lever light switch with steel cover				
	Material	No.	20		
	Labour	No.	20		
7.21	16 Ampere 230V, two lever light switch with steel cover				
	Material	No.	20		
	Labour	No.	20		
7.20	16 Ampere 230V, one lever two way light switch with steel cover				
	Material	No.	4		
	Labour	No.	4		
	Socket Outlets				
7.21	16 Ampere, Normal 3-pin 230V, single/double switched socket outlet with steel cover				
	Material	No.	20		
	Labour	No.	20		
7.22	16 Ampere, Normal 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	10		
	Labour	No.	10		
7.23	16 Ampere, Dedicated 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	20		
	Labour	No.	20		
	Isolator				
7.24	60Ampere, Double Pole isolator				
	Material	No.	10		
	Labour	No.	10		
7.25	30Ampere, Double Pole isolator				
	Material	No.	6		
	Labour	No.	6		
7.26	60Ampere, tripple Pole isolator				
	Material	No.	2		
	Labour	No.	2		
7.27	30Ampere, tripple Pole isolator				
	Material	No.	3		
	Labour	No.	3		
7.28	5A unswitched socket-outlet				
	Material	No.	15		
	Labour	No.	15		
7.29	Blank cover plate				
	Material	No.	2		
	Labour	No.	2		

7.30	Cover for RJ45 Telephone/Data Outlet module in power skirting				
	Material	No.	4		
	Labour	No.	4		
	Sub Total				
	<b><u>LIGHT FITTINGS</u></b>				
	Luminaires that are SANS approved and meet the Department Quality Standard, including lamps and sundries (as per the Standard Quality Specification for General Electrical installation (SASOM Guideline No 4,). Contractor must allow for option of colour by Architect on site.				
7.31	Type C (including lamps)				
	Round energy saving LED bulkhead luminaires with unbreakable polycarbonate diffusers				
	Material	No.	15		
	Labour	No.	15		
7.32	Type A (including lamps)				
	LED light-fittings are to be 1500 mm wide body, surface mounted open channels, white powder-coated, mild steel body, fitted with electronic control gear and 2x20W T5 LED tube high efficiency lights.				
	Material	No.	10		
	Labour	No.	10		
7.33	Type A1 (including lamps)				
	Fluorescent light-fittings are to be 1500 mm wide body, surface mounted vapour proof, white powder-coated, mild steel body, fitted with electronic control gear and 2x20W T5 LED high efficiency lamps.				
	Material	No.	2		
	Labour	No.	2		
7.34	Type D (including lamps)				
	Decorative 5W LED down lighter				
	Material	No.	16		
	Labour	No.	16		
7.35	Type T (including lamps)				
	1200mm surface mounted, white powder-coated, mild steel body, low brightness louver type fluorescent lights with electronic control gear and 4x35W T5 LED high efficiency lamps with 3m cord 5A plug				
	Material	No.	1		
	Labour	No.	1		

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

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL	
2	ALTERATIONS	
3	STATION BUILDING REMEDIAL WORKS	
4	REMEDIAL WORKS WAREHOUSE & STATION BUILDING	
5	PLUMBING & EXTERNAL WORKS	
6	PROVISIONAL SUMS	
7	ELECTRICAL WORKS	
	PROJECT TOTAL	

GROSS TOTAL \_\_\_\_\_

15% VAT \_\_\_\_\_

GRAND TOTAL \_\_\_\_\_

**C 2.3 LABOUR RATES AD-HOC**

**LABOUR RATES FOR AD-HOC WORK.**

All Rates must exclude VAT.

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



**PART C3: SCOPE OF *WORK***

Document reference	Title	No of page
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	<i>Employer's Works</i> Information	46
Total number of pages		47

**C3.1 EMPLOYER’S WORKS INFORMATION**

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Transnet Property

Tender Number: **TP-2024-03-0002-61141-RFP**

Description of the Works: The Provision of the Refurbishment and Upgrade of Matatiele Station Buildings

## **SECTION 1**

### **1 Description of the *works***

#### **1.1 Executive overview**

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

The scope of works includes the following:

- The refurbishment of two existing structures: the Matatiele old station building and the goods shed. This includes replacing and repairing roof structures, partially demolishing walls, adding and altering existing structures, and constructing new partition walls. The refurbished buildings will house offices, a boardroom, factory operations, a kitchen, showrooms, bathroom facilities, a reception area, a cleaning area, fencing, a pedestrian crossing over the rails, a guardhouse, a driveway, and parking areas. The layout of the refurbished buildings will follow the desired layout plan and the provided bill of quantities. Design, supply, install, test and commissioning of electrical infrastructure as per the proposed layout.
- Floor covering, plumbing, painting and cleaning of facebrick
- Design, supply, install, test and commissioning the Electrical LV infrastructure and equipment to align with the proposed layout
- Design, supply, installation, test and commissioning of Air-conditioning split units as per SANS1238 within the space to align with desired layout plan.
- Design, supply, installation, test and commissioning of portable fire extinguishers complete with mounting board, bracket, and emergency signs as per SANS10400-T to align with the layout plan.
- Design, supply, installation, test and commissioning of back-up water storage tank system as per Transnet's requirements.
- Design, supply and Install ICT equipment allowance to align with the proposed layout.
- Roof repairs and replacement with new gutters and tanks, landscaping & paving
- Branding of the building as per Transnet's requirements.

#### **1.2 Employer's objectives**

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

The following abbreviations are used in this Works Information:

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

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

2.1.1 The *Employer* supplies the following:

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

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

### 2.2 Parts of the *Works* which the *Contractor* is to design.

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

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

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

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

2.3.1 The *Contractor* shall address the following procedures:

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

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

#### 2.3.1 Documentation Submission

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

### 2.4 Review and Acceptance of *Contractor* Documentation

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

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

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

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

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

### 2.6 Use of *Contractor's* design

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

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

### 2.7 As-built drawings, operating manuals and maintenance schedules

2.7.1 The *Contractor* provides the following:

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

#### 2.7.2 As-Built/Final Documentation

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

#### 2.7.3 Installation, Maintenance and Operating Manuals and Data Books

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

### 2.8 Approval of *Contractors's* design

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

### **3 Construction**

#### **3.1 Temporary *works*, Site services & construction constraints**

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

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

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

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

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

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

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

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

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

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

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

The working hours shall be under the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* before the commencement of the proposed working hours.

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

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

#### 3.1.4 Health and safety facilities on Site:

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

#### 3.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest:

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

#### 3.1.6 Title to Materials from demolition and excavation

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

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

#### 3.1.8 Cooperating with and obtaining acceptance of others

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



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

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

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

#### 3.1.9 Publicity and progress photographs

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

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

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

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

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

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

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

#### 3.1.11 *Contractor's* Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing

surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

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

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

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

3.1.13 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

3.1.14 Site services and facilities:

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

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

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

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

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

3.1.15 Facilities provided by the *Contractor*:

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

- Layout drawing of the proposed facilities

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

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

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

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

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

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

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

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

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

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

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

3.1.19 Survey control and setting out of the *works*

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

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

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

#### 3.1.20 Other existing services, cable and pipe trenches and covers

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

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

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

#### 3.1.22 Control of noise, dust, water, and waste

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

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

### 3.2 Completion and correction of Defects

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

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

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

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

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

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

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

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

## **4 Plant and Materials Standards and Workmanship**

### **4.1 Building works**

#### **4.1.1 Description of works**

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

1. Demolish wall, supply and install new double door as per layout
2. Remove existing emergence doors and supply, install and commissioning fire protection doors as per layout
3. Construct new walls for bathrooms as per new layout plan
4. Supply, install, test and commissioning all plumbing equipment required in bathrooms and the kitchen
5. Supply, install, test and commissioning carpentry required in the new kitchen
6. Supply, install, test and commissioning new drywalling as per layout plan
7. Painting of walls
8. Supply, install, test and commissioning glazing where required as per layout plan
9. Modify or repair existing ceiling where required

10. Supply, install, test and commissioning new doors and frames as per layout plan
11. Supply, install, test and commissioning vinyl floor covering
12. Supply, install, test and commissioning floor and wall tiling where required
13. Supply, install, test and commissioning roads and parking
14. Supply, install, test and commissioning fencing and gates
15. Supply, install, test and commissioning services such as water and sewage systems
16. Supply, install, test and commissioning storm water drainage
17. Provide the Employer with the As-built drawings of the complete works

## **4.2 Employer specifications**

### **4.2.1 South African National Standard**

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

### **4.2.2 Manufacturer's instructions and specifications**

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

### **4.2.3 Use of locally manufactured materials and products**

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

### **4.2.4 Samples**

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

### **4.2.5 Mortar Joints**

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

### **4.2.6 Glazing**

All laminated safety glass shall carry the Manufacturer's warranty against all manufacturing defects

and discoloration for a minimum period of 5 years. A SANS-approved stencil mark is to appear in a prominent place on all types of safety glass.

#### 4.2.7 **Shopfronts and windows**

***Installation certificate by aamsa approved contractor is required for all shopfront installations.***

Installations to comply with SANS 10400 and SANS 10400 XA

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

#### 4.2.8 **Partitions**

Fire rating certificate to be provided.

#### 4.2.9 **Protection of works**

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

#### 4.2.10 **Demolition**

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

### 4.3 **Electrical Works**

#### 4.3.1 **Executive Overview**

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

##### **Electrical Site *Works***

- 4.3.1.1 Design, Supply, Installation, Test, Commissioning and issuing Certificate of Compliance for Low voltage equipment, e.g. sockets (normal power and emergency power), isolators, power skirting, circuit breaker, etc.
- 4.3.1.2 Approval of installation design by the Professional Engineer registered with the Engineering Council of South Africa (ECSA)
- 4.3.1.3 Provide the Employer with the As-builts drawings of the installation signed and approved by the Professional Engineer registered with the Engineering Council of South Africa

(ECSA).

- 4.3.1.4 Contractor shall submit the following drawings/calculations signed and approved by the Professional Engineer registered with the Engineering Council of South Africa:
- A single line of the distribution board,
  - Small Power (Normal and Emergency Power Sockets) layout
  - Lighting layout
  - Fault current calculation to the distribution board
  - Voltage drop calculation to all new circuits from the distribution board

4.3.2 **Standard of Work, Equipment, and Materials**

1. The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142 – 1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
2. The contractor shall provide a valid LV wireman’s license before commencement
3. All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.
4. All equipment and material shall comply with the relevant National or International standard specification. Where equipment does not comply it shall be submitted to the *Employer* for approval before installation.
5. All installation, testing, and terminations must be approved by the *Employer* prior to commissioning.

4.3.3 **Particular specifications**

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

**CODES OF PRACTICE**

<b>SANS Specifications (latest editions)</b>	
SANS 10313	Code of practice for protection of buildings against lightning
SANS 10064:	Code of practice for the preparation of steel flush for coating
OHS Act, 1993	Occupational Health and Safety Act (Electrical Installation Regulations)
SANS	Code of practice for the wiring of premises



10142-1	Part 1: Low-voltage installations and including 3 000 kW installed capacity
SANS 1019	The Design And Installation Of Earth Electrodes
SANS 1063:2010	Earth Rods, Couplers, And Connections
SANS 62305-4	Protection against lightning Electrical and Electronic systems within structures
SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnectors, Fuse Combination Units
SANS 1253:2016	Fire Door and Fire Shutter design and installation
SANS 156	Moulded Case Circuit Breakers
SANS 6069-2-1	Wall And Appliance Switches
SANS 60269:	Low Voltage Fuses
SANS 61008-1	Earth Leakage Protection Units
SANS 1091	National Colour Standards For Paints
SANS 1180	Electrical Distribution Boards
SANS 1507	Electric Cables with Extruded Solid Dielectric Installation for Fixed Installations
SANS 1973	Low Voltage Switchgear

#### 4.4 Mechanical Engineering and Fire Protection)

#### **4.4.1 Scope Of Work**

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

#### **4.4.2 Materials And Workmanship**

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

#### **4.4.3 Design And Drawings**

- a) Design Responsibilities
  - The Contractor is responsible for the system design. In the execution of the design, the Contractor is responsible to ensure that:

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

b) Equipment Supports

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

c) Workshop Drawings

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

#### 4.4.4 Responsibilities Of The Contractor

a) Sub-Contractors

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

b) Ordering of Equipment and Materials

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

c) Storage of Materials and Equipment

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

d) Protection of the Works

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

e) Accessibility

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

#### 4.4.5 Reference Specification And Standards

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

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

<b>Other Specifications</b>	
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009
	The General Electrical Specification for the Provincial

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

#### 4.4.6 **Mechanical Equipment**

- The mechanical equipment designed, supplied and installed by the Contractor shall comply with the requirements set out in this document as well as all relevant SANS requirements.

##### **a) Air-conditioning split units**

- Each unit shall be selected in accordance with the manufacturer's recommendations to be capable of passing the specified air quantity without creating excessive resistance, noise or local draughts.

#### 4.4.7 **Fire Protection System**

##### **a) Equipment**

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

##### **b) Fire Hose Reels**

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

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

**c) Portable Fire Extinguishers**

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

**4.4.8 Testing, Commissioning & Balancing**

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

**4.4.9 Operating & Maintenance Manuals**

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

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

This section shall comprise at least the following:

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

- Equipment Data Comprising

This section shall comprise at least the following:

- Equipment Designation
- Manufacturer and Model
- Size and Rating
- Pressure, Speed and Temperature Limitations
- Manufactures Local Representative.
- Operating Instructions
  - Complete instructions for all equipment including:
  - Starting and Stopping Procedures.
  - Seasonal Adjustments.
  - Normal Operation and Tripped Conditions.
  - Logs and Records to be kept.
- Inspection and Maintenance
  - Inspection Schedules and Checklist.
  - Routine Replacements, Adjustments and Calibrating.

- Routine Cleaning, Painting and Protection.
- Inspection and Maintenance Logs and Records to be kept.
- Reference Documents

Reference documents to include:

- Tender Specification & Drawing List
- As built Record Drawings
- Test Reports
- Commissioning Reports
- Equipment: Manufacturers Data

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

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



- Inspection Instructions and Procedures
  - Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
  - Schedule and Manner of Operation
  - Detection Signals
- Maintenance Instructions and Procedures
  - Schedule of Routine Maintenance.
  - Procedures.
  - Troubleshooting Chart.
- Parts List
- Service Contract

#### **4.4.10 Guarantee**

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

## **4.5 Structural Engineering**

### **1.2.1. Concrete, Formwork and Reinforcement**

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

**Particular specifications for concrete**

The following specifications shall apply:

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

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

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

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

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

- Water back-up tanks should be placed on the top of a concrete platform that is approved by an Engineer
- Supply and install+ 1000L water back-up tanks in accordance with Transnet Property approval

5     **List Of Drawings**

5.1     **Drawings issued by the *Employer***

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

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

Description		
Drawing No.	Revision	Description

**SECTION 2**

6     **Management and start up**

6.1     **Management meetings**

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

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

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

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

## **6.2 Documentation Control**

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

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

Note:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6.3 Safety risk management**

### **6.3.1 Classification and Registration of Personnel**

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

### **6.3.2 Personnel Protective Measures Shall include:**

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

### Self-Risk Assessments

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

The question the employee must ask himself:

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

Self-Risk Assessments shall be carried out when:

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

### Reminders

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

### Toolbox Talks

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

### Health and Safety Requirements

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

### Personal Protective Equipment

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

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

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

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

The following additional Risks have been identified:

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

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

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

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

## **6.4 Environmental constraints and management**

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

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

### **Waste Management Objective**

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

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

## **6.5 Quality assurance requirements**

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

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

## **6.6 Programming constraints**

### **6.6.1** General

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

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

### **6.6.2** Progress monitoring and review



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

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

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

## **6.7 Contractor's management, supervision and key people**

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

## **6.8 Insurance provided by the Employer**

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

the *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for loss of or damage to the *Works*, plant and materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;

12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

THE *EMPLOYER* ADVISES THAT THE FOLLOWING EXCLUSIONS APPLY TO THE INSURANCE WHICH THE *EMPLOYER* PROVIDES FOR LIABILITY FOR LOSS OF OR DAMAGE TO PROPERTY (EXCEPT THE *WORKS*, PLANT AND MATERIALS AND EQUIPMENT) AND LIABILITY FOR BODILY INJURY TO OR DEATH OF A PERSON (NOT AN EMPLOYEE OF THE *CONTRACTOR*) CAUSED BY ACTIVITY IN CONNECTION WITH THIS CONTRACT:

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

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

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

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

## **6.9 Contract change management**

6.9.1 No additional requirements apply to ECC Clause 60 series.

## **6.10 Provision of bonds and guarantees**

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

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

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

## **7 Procurement**

### **7.1 Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

## **Conflicts of Interest**

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

## **7.2 The *Contractor's* Invoices**

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

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

7.2.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number.

The invoice contains the supporting detail.

7.2.4 The invoice is presented either by email or by hand delivery.

7.2.5 Invoices submitted by post are addressed to:

**Transnet Property**

**202 Anton Lembede Street**

**Durban**

**4002**

For the attention of The Project Manager, Transnet Property

7.2.6 Invoices submitted by hand are presented to:

**Transnet Property**

**202 Anton Lembede Street**

**Durban**

**4002**

For the attention of The Contract Administrator, Transnet Capital Projects

7.2.7 The invoice is presented as an original.

## **7.3 People**

### 7.3.1 Minimum requirements of people employed on the Site

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

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

### 7.3.2 The *Contractor* complies with the following PIRPMP.

#### 7.3.2.1 **CONTRACTOR LIABILITY**

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

## 2. **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- 2.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

2.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.

2.3.2. The Industrial Action Report must provide at least the following information:

- 2.3.2.1. The industrial incident report,
- 2.3.2.2. Attendance register,
- 2.3.2.3. Productivity/progress to schedule reports,
- 2.3.2.4. Operational contingency plan,
- 2.3.2.5. Site security report,
- 2.3.2.6. Industrial action intelligence gathered.

2.3.3. The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.

2.3.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

2.5. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

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

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

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

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

7.3.6 The PIRM specific tasks are:

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

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

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

7.3.9 The SIRM specific tasks are:

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

7.3.10 B-BBEE and preferencing scheme

POINTS WILL BE AWARDED TO TENDERERS BASED ON PREFERENCING USING THE BALANCED DEPARTMENT OF TRADE AND INDUSTRY (DTI) SCORECARD. THE APPLICATION OF THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT RECOGNITION LEVELS AND SCORE PREFERENCING POINTS ARE AS FOLLOWS:

<b>Contribution Level</b>	<b>Qualification Points on the generic scorecard</b>	<b>Broad-Based BEE Recognition Level</b>	<b>Preferencing Points Scored</b>
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16



Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6
Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

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

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

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

Tenderers with no accreditation will score zero points for preferencing.

## **7.4 Subcontracting**

### **7.4.1 Preferred subcontractors**

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

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

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

#### 7.4.4 Limitations on subcontracting

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

The *Contractor* shall not deviate from the approved sub-*Contractors* list without prior approval of the *Project Manager*.

#### 7.4.5 Attendance on Subcontractors

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

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

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

**PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which

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

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

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

**Description of the Site and its surroundings**  
**General description**

The facility is situated in Matatiele , Eastern Cape

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

**Existing buildings, structures, and plant & machinery on the Site**

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

**Hidden services**

The contractor is to provide conduct an inspection

Document reference	Title	No of page
C4.1	This cover page	1
	Site Information See below Plan No. BYD0624M	1
	<b>Total number of pages</b>	<b>1</b>

