



TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

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### **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: TRANSNET PROPERTY: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.**

<b>RFP NUMBER</b>	<b>: TPIR/JHB/881 (T) CIDB</b>
<b>ISSUE DATE</b>	<b>: 15 November 2021</b>
<b>NON-COMPULSORY BRIEFING</b>	<b>: 24 November 2021</b>
<b>CLOSING DATE</b>	<b>: 14 December 2021</b>
<b>CLOSING TIME</b>	<b>: 12h00 pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 Weeks from closing date</b>



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## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF REFURBISHMENT OF STORE 234 FLOOR 200 FOR TEMPORARY CLINIC FACILITIES, JOHANNESBURG CARLTON CENTRE.**

BID NUMBER:	TPIR/JHB/881 (T) CIDB	CLOSING DATE:	14 December 2021	CLOSING TIME:	12:00
DESCRIPTION	THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Transnet Property</b> <b>150 Commissioner Street</b> <b>Carlton Centre</b> <b>Johannesburg</b> <b>2001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mphasha Kgare		CONTACT PERSON	Mphasha Kgare	
TELEPHONE NUMBER	011 308 1002		TELEPHONE NUMBER	011 308 1002	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mphasha,kgare@transnet.net		E-MAIL ADDRESS	<a href="mailto:Mphasha.kgare@transnet.net">Mphasha.kgare@transnet.net</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>					

NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES

☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐

NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



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### **PREQUALIFICATION CRITERIA**

#### **ONLY RESPONDENTS MEETING THE FOLLOWING REQUIREMENTS MAY RESPOND TO THIS REQUEST FOR PROPOSAL**

BIDDERS ARE TO SUBMIT THE FOLLOWING:

- 1** PROOF OF A VALID CIDB GRADE 3GB AND 2EB (2EB CAN BE SUBCONTRACTED)
- 2** A CERTIFIED COPY OF QUALIFICATIONS FOR THE PROJECT MANAGER - MINIMUM NATIONAL DIPLOMA IN BUILT ENVIRONMENT OR ENGINEERING
- 3** A CERTIFIED COPY OF INSTALLATION ELECTRICIAN LICENSE FOR AN ELECTRICIAN
- 4** A CERTIFIED COPY OF GOOD STANDING (COIDA) CERTIFICATE FROM THE DEPARTMENT OF LABOUR AND EMPLOYMENT OR ITS AGENCIES.
- 5** PROOF OF PUBLIC LIABILITY INSURANCE AT MINIMUM OF R1 MILLION.
- 6** A CERTIFIED COPY OF SIGNED JOINT VENTURE AGREEMENT (IF APPLICABLE)
- 7** A CERTIFIED COPY OF VALID BBBEE CERTIFICATE (MINIMUM LEVEL 4) OR BBBEE ORIGINAL SWORN AFFIDAVIT.
- 8** FULLY COMPLETED C1.1: OFFER PORTION OF FORM OF OFFER & ACCEPTANCE
- 9** FULLY COMPLETED C2. PRICING DATA ( C2.2 PRICE LIST, C2.3 LABOUR RATES,)
- 10** TENDERS MUST BE SUBMITTED ON TIME AT THE CORRECT ADDRESS.

### **NO LATE TENDERS SHALL BE ACCEPTED**

**All above requirements are mandatory.  
Bidders who fail to submit all required information/documents shall be immediately disqualified.**



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**TECHNICAL EVALUATION CRITERIA**

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum Number of Points
Management and CVs of Key Persons	Experiences: Site/Project Manager		20
	No CV submitted	0	
	Construction/Engineering project management experience (related to the works) between 2 and 3 years	4	
	Construction/Engineering project management experience (related to the works) between 4 and 5 years	6	
	Construction/Engineering project management experience (related) to the works, more than 5 years	10	
	Experience: Site Supervisor		
	No CV submitted	0	
	Construction/Engineering site supervision experience (related to the works) between 2 and 3 years	4	
	Construction/Engineering site supervision experience (related to the works) between 4 and 5 years	6	
	Construction/Engineering site supervision experience (related) to the works, more than 5 years	10	
Quality Plan (QMS)	No QMS submitted	0	10
	QMS without all six (6) mandatory procedures	4	
	QMS with the six (6) mandatory procedures	6	
	ISO 9001 Certificate Provided	10	
Risk assessment (Specific to Works)	Risks, mitigations, tolerance matrix in line with activities not identified	0	20
	Risks identified, mitigations and tolerance matrix not provided	5	
	Risks identified, mitigations provided, tolerance matrix not provided	10	
	All major risks identified, mitigation provided, and tolerance matrix provided	20	



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Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum Number of Points
<b>Previous Experience</b>  (Proof of experience attached in the form of signed client letter head indicating at minimum the client contact details, project title, period and description of works.)	No evidence provided or Bidder has successfully completed < 2 similar Projects (similar projects include design and construction or refurbishment of existing building)	0	20
	Bidder has successfully completed =2 and <= 3 similar Projects (similar projects include design and construction or refurbishment of existing building)	5	
	Bidder has successfully completed =4 and <= 5 similar Projects (similar projects include design and construction or refurbishment of existing building)	10	
	Bidder has successfully completed =6 and <= 8 similar Projects (similar projects include design and construction or refurbishment of existing building).	15	
	Bidder has successfully completed >8 similar Projects (similar projects include design and construction or refurbishment of existing building).	20	
<b>Method Statement</b>  (Specific to Works)	No methodology submitted.	0	20
	Methodology submitted is without detail	5	
	Detailed methodology submitted, no sequential approach, no standards applicable mentioned	10	
	Detailed methodology submitted, with sequential approach, no standards applicable mentioned	15	
	Detailed methodology submitted, with sequential approach and standards applicable mentioned	20	
<b>Locality</b>	Company based outside of the Gauteng	0	10
	Company based in Gauteng. (Please provide proof in the form of municipality/ utility bill/ lease agreement)	5	
	Company based within the City of Ekurhuleni Metropolitan Municipality, (Please provide proof in the form of municipality/ utility bill/ lease agreement)	10	
	<b>Total Weighting:</b>		<b>100</b>





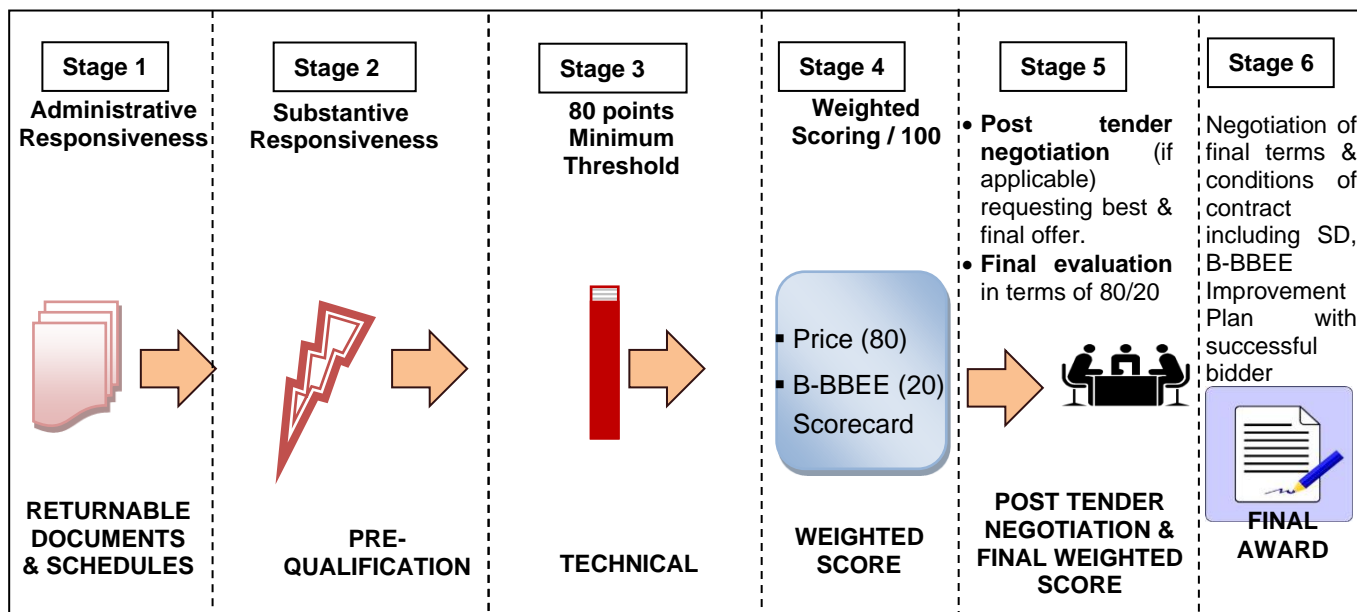
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## EVALUATION METHODOLOGY

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



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

### 1.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
Whether all Mandatory Returnable Documents and/or schedules [where applicable] were completed
<b>The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification</b>

### 1.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
Verify the validity of mandatory returnable documents
<b>The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation</b>



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### 1.3 STAGE THREE: Minimum Threshold 80% for Technical Criteria

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

Technical Criteria	% Weightings
Management and CVs of Key Persons	20
Quality Plan	10
Risk	20
Previous experience	20
Method statement	20
Locality	10
	<b>100%</b>
	<b>80 points</b>
<b>The test for substantive responsiveness [Stage Three] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation</b>	

### 1.4 STAGE FOUR Evaluation and Final Weighted Scoring

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

Evaluation Criteria	% Weightings
• Price	80
• BBBEE	20
<b>Total</b>	<b>100</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>	THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.
<b>TENDER FEE AND BANKING DETAILS</b>	<p>Alternatively, this RFP may be purchased at R0 [inclusive of VAT] for copies for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead. <b><u>If a Copy of the RFP is required, prior arrangements must be made one (1) day in advance with the contact person listed below.</u></b></p> <p><b><u><a href="mailto:Benjamin.Shabangu@transnet.net">Benjamin.Shabangu@transnet.net</a></u></b></p> <p>RFP may be collected during work hours.</p> <p><b><u>NOTE:</u></b></p> <p><b>1.</b> It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP, all specifications, drawings and annexures.</p>

<b>COLLECT COPY OF THE RFP FROM:</b>	<p>Applicable collection address:</p> <p><b>Transnet Property</b>  <b>150 Commissioner Street</b>  <b>Carlton Centre</b>  <b>Johannesburg</b>  <b>2001</b></p> <p>13 November 2021 to 13 December 2021          Contact Person: Mphasha Kgare          Transnet Property          TPIR/JHB/881 (T) CIDB          Email address: <a href="mailto:mphasha.kgare@transnet.net">mphasha.kgare@transnet.net</a></p>
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<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Between 09:00 and 15:00 from (2021/11/13) until (2021/12/13) Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection.
<b>SITE VISIT / INSPECTION</b>	<p>There will be no Compulsory Tender Clarification Meeting to be conducted for this enquiry. For any Clarification on this tender, tenderers are encouraged to send a written enquiry to the Transnet contact person listed below; <a href="mailto:Mphasha.kgare@transnet.net">Mphasha.kgare@transnet.net</a></p> <p><b>A Site visit/walk, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Prior arrangement must made for any site visit with Transnet and permission must be granted before the tenderers can come to Transnet facility.</li> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</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 and follow COVID-19 regulations and screening.</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 licences are on them for inspection at the access control gates.</li> </ul>
<b>CLOSING DATE</b>	<p><b>12:00pm on (2021/12/14)</b></p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

2.

## TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TPIR/JHB/881 (T) CIDB

Description: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

Closing date and time: 14 December 2021 at 12:00

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

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

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### 3. DELIVERY INSTRUCTIONS FOR TENDER

#### 3.1 Delivery by hand

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

and must be addressed as follows:

TENDER BOX AT

**Transnet Property**

150 Commissioner Street

Carlton Centre

Johannesburg

2001

RFP No: TPIR/JHB/881 (T) CIDB

Description: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

Closing date and time: 14 December 2021 at 12:00

Closing address:

**Transnet Property**

150 Commissioner Street

Carlton Centre

Johannesburg

2001

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

#### 3.2 Dispatch by courier

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If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat,

TENDER BOX AT 150 COMMISSIONER STREET, CARLTON CENTRE, JOHANNESBURG, 2001

RFP No: TPIR/JHB/881 (T) CIDB

Description: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

Closing date and time: **14 December 2021 at 12:00**

Closing address:

TENDER BOX AT 150 COMMISSIONER STREET, CARLTON CENTRE, JOHANNESBURG, 2001

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

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

#### 4. **CONFIDENTIALITY**

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

#### 5. **DISCLAIMERS**

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

5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
  - 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
  - 5.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
  - 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 5.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 5.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 5.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 5.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 5.11. Transnet reserves the right to exclude any Tenderer from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

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## 7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](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 Construction Procurement, first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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Clause	Data
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantity
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:
	Name:
	Address:
	Tel No.
	E – mail
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
	<b>1. Stage One - Pre-qualification criteria</b>
	1. Minimum valid proof of CIDB Grade 3GB and 2EB (this can be subcontracted).
	2. Recently certified copy of qualification for the project manager minimum national diploma in Built Environment or Engineering
	3. Valid recently certified copy of Installation Electrician License for an electrician
	4. Valid Letter of Good Standing (COIDA) from Department of Labour and Employment
	5. Valid Letter of Good Standing (COIDA) from the Department of Labour and Employment or its agencies.
	6. Submit valid public liability insurance minimum of R1 million.

- 
7. Signed copy of Joint Venture agreement (if applicable)
  8. Submit valid copy of BBBEE certificate (Minimum Level 4) or BBBEE Original Sworn affidavit.
  9. Fully completed C1.1: Offer portion of Form of Offer & Acceptance
  10. Fully completed C2. Pricing Data ( C2.2 Price List, C2.3 Labour Rates,)
  11. No late tenders will be accepted

**2. Stage two: these schedules will be utilised for evaluation purposes:**

- |        |   |
|--------|---|
| T2.2-4 | <b>Evaluation Schedule:</b> Management & cv's   |
| T2.2-5 | <b>Evaluation Schedule:</b> Quality plan.       |
| T2.2-6 | <b>Evaluation Schedule:</b> Previous experience |
| T2.2-7 | <b>Evaluation Schedule:</b> Locality            |
| T2.2-8 | <b>Evaluation Schedule:</b> Method Statement    |
| T2.2-9 | <b>Evaluation Schedule:</b> Risk                |

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

**3. Stage Three - Functionality:**

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

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

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

- 
- C.2.7 No Tender clarification meeting will held for this tender.
- 
- C.2.12 No alternative tender offers will be considered.
- 
- C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (1) copy and a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.
- 
- C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
- C2.15.1
- Location of tender box
- Physical address:
- Identification details:
- 
- C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- 
- C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **14 December 2021**  
Location:  
**Transnet Property**  
**150 Commissioner Street**  
**Carlton Centre**  
**Johannesburg**  
**2001**
- NO LATE TENDERS WILL BE ACCEPTED**
- 
- C.2.16 The tender offer validity period is **120 working days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- 
- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
  3. Proof of registration on the Central Supplier Database;

- 
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

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**Functionality Criteria**

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

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

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

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

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

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

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

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

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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;
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,

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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).

---

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

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

**T2.2-2 Stage One as per CIDB: Eligibility Criteria Schedule** - Valid Copy of CIDB Grade 3GB and 2EB (This can be subcontracted, and agreement should also be attached signed by both parties).

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

- MINIMUM VALID PROOF OF CIDB GRADE 3GB AND 2EB (THIS CAN BE SUBCONTRACTED)
- RECENTLY CERTIFIED COPY OF QUALIFICATION FOR THE PROJECT MANAGER MINIMUM NATIONAL DIPLOMA IN BUILT ENVIRONMENT OR ENGINEERING
- VALID RECENTLY CERTIFIED COPY OF INSTALLATION ELECTRICIAN LICENSE FOR AN ELECTRICIAN.
- VALID LETTER OF GOOD STANDING (COIDA) FROM DEPARTMENT OF LABOUR AND EMPLOYMENT
- MINIMUM PUBLIC LIABILITY INSURANCE R 2 000 000.00
- SUBMIT FULLY COMPLETED FORM OF OFFER & ACCEPTANCE.
- SUBMIT FULLY COMPLETED PRICING DATA (C2.2 PRICE LIST, C2.3 LABOUR RATES).

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

- T2.2-4 Evaluation Schedule:** Program
- T2.2-5 Evaluation Schedule:** Quality Management
- T2.2-6 Evaluation Schedule:** Previous experience
- T2.2-7 Evaluation Schedule:** Management & CV's
- T2.2-8 Evaluation Schedule:** Method Statement
- T2.2-9 Evaluation Schedule:** Risk Elements
- Evaluation Schedule:** Locality

### **2.1.3 Returnable Schedules:**

#### **General:**

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

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

- T2.2-16:** CIDB SFU ANNEX G Compulsory Enterprise Questionnaire



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

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

T2.2-19 Health and Safety Questionnaire

T2.2-20 RFP – Breach of Law

T2.2-21 Service Provider Integrity Pact

T2.2-22 Supplier Code of Conduct

T2.2-23: Non-Disclosure Agreement

T2.2-25 RFP Declaration Form

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

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

### **1.3.3 Transnet Vendor Registration Form:**

T2.2-24 Transnet Vendor Registration Form

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

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

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions (Activity Schedule)**

## **2.6 C2.2 Activity Schedule**

## **2.7 Valid Tax Clearance Certificate**

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

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

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

Name of Company/Members of Joint Venture:

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

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:

Relevant experience – general maintenance experience related to the works for a minimum number of 3 years.

The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.

2. Comprehensive CV's should be attached to this schedule:

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

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

List of Key Persons assigned to the above disciplines

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

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

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## T2.2-5: Evaluation Schedule – Quality Management

**Attached submissions to this schedule:**

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The scoring of the Quality Management will be as follows:

## **T2.2-6: Evaluation Schedule: Previous Experience**

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

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



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## T2.2-8: Evaluation Schedule: Method Statement

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

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






## T2.2-10: Availability of Equipment and Other Resources

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

[illegible]

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## T2.2-11: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a solid black vertical line along the left edge, which likely serves as a margin or binding edge. The paper appears to be part of a notebook or a set of loose-leaf papers.

## T2.2-13: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>



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Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

## T2.2-14: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



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## 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.



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### 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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

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#### 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



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

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

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

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

### Note to tenderers:

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

A schedule detailing the following:

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

### Index of documentation attached to this schedule:

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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;



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- 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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DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

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## **T2.2-19: Health and Safety Questionnaire**



TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

## 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													
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
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4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years injury and illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<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:												
<b>3. CERTIFICATE OF RECOGNITION</b>													



TRANSNET PROPERTY

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Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

#### 4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

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

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

#### 5. TRAINING PROGRAM

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

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

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



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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 ☐ NoIs 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?

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

☐ Yes ☐ No

How does your company measure its H&amp;S success?

- Attach separate sheet to explain





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## 7. SAFETY STEWARDSHIP

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

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

## 8 PERSONNEL

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

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

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

Name and Company	Address	Phone Number

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

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

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

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

NATURE OF BREACH:

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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\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

## **T2.2-22 : Supplier Code of Conduct**

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

TRANSNET PROPERTY

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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



TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

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## **T2.2-23: NON-DISCLOSURE AGREEMENT**

**[01 JULY 2020]**



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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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



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

## 2. CONFIDENTIAL INFORMATION

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





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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



## **7. ADEQUACY OF DAMAGES**

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

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

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

## **9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

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## T2.2-24 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

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**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

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## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

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

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submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?			Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership											
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership					

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% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
<p><b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> <li>Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> <li>EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;</li> <li>Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;</li> <li>A certified South African identification document will be required for all Black Youth Ownership.</li> </ul>							

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



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Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	*If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

<b>By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct</b>			
Name and Surname		Designation	
Signature		Date	

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## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_,

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

\_\_\_\_\_  
Commissioner of Oaths

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## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or</p>

	ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

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- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

TRANSNET PROPERTY

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## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

TRANSNET PROPERTY

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- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

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

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

**Deponent Signature**

.....



TRANSNET PROPERTY

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**Date**

.....

**Commissioner of Oaths**

Signature & stamp

#### VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

## T2.2-25: RFP DECLARATION FORM

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

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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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 T2.2-31 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

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



TRANSNET PROPERTY

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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.



TRANSNET PROPERTY

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## SBD 6.2

### T2.2-26: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

#### 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;



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- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Steel Substation Structures and Street Light Steel Poles;	100%
• Electrical and Telecom Cables;	90%
• Transformers and Shut Reactors Class 1	80%
• Valves Products and Actuators	70%
• Steel Value-Added Products	100%
• Plastic Pipes	100%
• Furniture Products: Office Furniture	85%

4. Does any portion of the services, works or goods offered have any imported content?

( ***Tick applicable box*** )

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	



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Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.





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**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. TPIR/JHB/881 (T) CIDB**

**ISSUED BY:** TRANSNET PROPERTY ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity ..... Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
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Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity ..... Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE TO TENDERERS: FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS SBD6.2 DECLARATION AS WELL AS THE ACCOMPANYING ANNEXURE C "LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE" WILL RESULT IN THE TENDER SUBMISSION BEING NON-RESPONSIVE AND DISQUALIFIED FROM ANY FURTHER EVALUATION.**

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

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## 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 UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	<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

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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).

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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

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### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

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## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with Activity Schedule</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 June 2005 (amended June 2006 and April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>150 Commissioner street</b> <b>Carlton Centre</b> <b>Johannesburg</b> <b>2001</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Property</b> <b>150 Commissioner street</b> <b>Carlton Centre</b> <b>Johannesburg</b> <b>2001</b>
		<b>Postal Address:</b> <b>P O Box 1048</b> <b>Johannesburg</b> <b>South Africa 2000</b>
	Tel No.	
10.1	The <i>Project Manager</i> is: (Name)	<b>Buhle Mtongana</b>

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



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Address **Upper Ground Floor  
9 Country Business Estate  
Waterfall  
Midrand  
1662**

Tel

e-mail [Buhle.Mtongana@transnet.net](mailto:Buhle.Mtongana@transnet.net)

10.1	The <i>Supervisor</i> is: (Name)	<b>Nkosinathi Ntombela</b>	
	Address	<b>150 Commissioner street Carlton Centre Johannesburg 2001</b>	
	Tel No.		
	e-mail	<b>Nkosinathi.Ntombela@transnet.net</b>	
11.2(13)	The <i>works</i> are	The Refurbishment, Alteration, Standardization, and Commissioning of Bellville clinic at the Western Cape in Transnet Property.	
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	<b>Part C4</b>	
11.2(19)	The Works Information is in	<b>Part C3</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>2 weeks</b>	
<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>6 months from the contract start date</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is.	<b>????</b>	

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32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of the Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b> <b>the number of days with rainfall more than 10 mm</b> <b>the number of days with minimum air temperature less than 0 degrees Celsius</b> <b>the number of days with snow lying at 08:00 hours South African Time</b> <b>and these measurements: Johannesburg</b>  The place where weather is to be recorded (on the Site ) is: <b>The Contractor's Site establishment area</b>  The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: <b>Cape Town</b>  and which are available from: <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
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	

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	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>
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>

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The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
- 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.

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		<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>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	

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60.6	The <i>method of measurement</i> is	published by and amended as stated in the preambles to the bill of quantities.
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, Kwazulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	No additional data is required for this Option
<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	R 1000.00 per day up to 10% of the contract value
<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The retention free amount is	NIL
	The retention percentage is	5% on all payments certified.
<b>X18</b>	<b>Limitation of liability</b>	

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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>	<p>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).</p>
<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>		<p>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.</p>
<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.</p> <p>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

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<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>	
		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.
<b>Z9</b>	<b>Protection of Personal Information Act</b>	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.

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## 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>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 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.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(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	
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:	

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

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31.1	The programme identified in the Contract Data is		
<b>B</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</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:	<b>%</b>	
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	<b>% (state plus or minus)</b>	
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size capacity or Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62 in SSCC	The percentage for design overheads is	<b>%</b>	
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>3</sup> is lower than the Required Local Content Spend<sup>4</sup> (or the Adjusted Required Local Content Spend<sup>5</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

<sup>3</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>4</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>5</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.

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

- 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

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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.

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	

## C2.1 Pricing instructions: Option A

### 1. The *conditions of the contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

<b>Identified and defined terms</b>	11	
	11.2	<p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.</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>(27) The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> <li>• each group of completed activities and</li> <li>• each completed activity which is not in a group</li> </ul> <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p>

#### 1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is insufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of the payment schedule.

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- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

### 1.3. Symbols

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

Abbreviation	Unit
%	percent
h	hour
kwh	Kilowatt hour
A	Ammeter
A	Ampere
V	Voltage
C	Current
CT	Current Transformers
kW	kilowatt
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

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

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## C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Note: This Activity Schedule is only indicative, a thorough Activity Schedule will be determined by the contract after a thorough assessment of all of the Transnet Property residential and commercial properties.

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
<b>A1</b>	<b>Preliminaries and Generals</b>				
A1.1	The review of concept designs and design development of the concept drawings to fully detailed drawings, specifications, various schedules, to drawings to be issued for construction including design presentations, squad checks and approvals(not limited to submission to local authorities for approval, etc.)	Sum		1	
A1.2	Allow amount for Health and Safety, Environmental, and Quality compliance, including preparation of Occupational health and safety file by professionals including monitoring for the duration of the contract.	Sum		1	
<b>A2</b>	<b>Contractor's design (C3 Scope of Works (2.2.1))</b>				
A2.1	Design and Build Ramps at the entrance of the building as indicated on the Floor layout plan(according to SANS 10400) to accommodate PWD	Sum		1	
A2.2	The design, supply and installation of all electrical infrastructure, including testing , commissioning and issue COC, etc.	Sum		1	

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Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A2.3	The design, supply and installation of all water and sewer reticulation infrastructure, including testing, commissioning and issue COC, etc. (to be intergared to the existing system on the adgacent buildings or network)				
A2.4	The design, supply, and installation of split HVAC unit systems	Sum		1	
A2.5	The design, supply, construction, installation, commissioning and testing of a water back up storage tank fit for purpose, etc. (minimum 10 000 litre)	Sum		1	
A2.6	Design, supply, install, test and commission stand-by generator	Sum		1	
A2.7	Design, supply, installation, test and commissioning of portable fire extinguishers complete with mounting board, bracket, fire protection doors and emergency signs as per SANS10400-T to suit the layout plan.				
<b>A3</b>	<b>Glazing and doors Supply and Installation</b>				
A3.1	Supply and Install new aluminium double doors at the entrance of the building as indicated in the Floor layout plan and Burglar Bars including mad-lock system for access control and handles	Sum		1	
<b>A4</b>	<b>DRYWALL PARTITION SYSTEMS</b>				
A4.1	Design,Supply, construction and Installation of the Partition walls and between Waiting and Reception area as indicated on the floor layout plan. Boards shall be fixed in strict accordance with the manufacturer's instructions and all joints shall be taped and jointed( finished to receive new painting)	Sum		1	

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Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A4.2	Design,Supply,construction and Install Partition walls at Test/Consult room including new aluminium doors as indicated on the floor layout. Boards shall be fixed in strict accordance with the manufacturer's instructions and all joints shall be taped and jointed	Sum		1	
A4.3	Supply and Install Hand basin inside the Toilets/ Consulting rooms as indicated on the floor layout plan including all water and waste reticulation, ALL NEW HAND BASINS SHALL HAVE BEHIND SPLASH BACK WHITE TILES	Sum		1	
<b>A5</b>	<b>Ablution Facilities</b>				
A5.1	Supply and install New Male Urinals + flush master + peetrap outlet as indicated on floor plan layout	Sum		1	
A5.2	Supply and Install New closed couple toilets complete with a toilet paper olders,paper towel dispense, hand dryer, signage etc.	Sum		1	
A5.3	Build New PWD Toilet with toilet partitions system complete with all doors, handles, signage, etc. (Fully installed as indicated on the floor layout plan)	Sum		1	
A5.4	Supply and Install Disabled Toilet Basin & Mixer	Sum		1	
A5.5	Sanitary wares, Hygiene pedal type Sanitary Bins in female toilets DIMENSIONS • Capacity: 23 Litres	Sum		1	
<b>A6.</b>	<b>Floor Covering</b>				
A6.1	Prepare floors including levelling screed finish to recive new floor covering	Sum		1	
A6.1	The design, supply, construction and installation of all floor coverings (Vinyl, tiles, carpert, wall lining, skirtings , etc.)	Sum		1	
<b>A7.</b>	<b>Mechanical</b>				



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Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A7.1	Supply, Install, Test and Commission the Air-Conditioning system as per the Contractor's designs sanctioned by the Employer	Sum		1	
<b>A8</b>	<b>Electrical</b>				
A8.1	Supply, Install, Test and Commission the Electrical rectification as per the Contractor's designs sanctioned by the Employer (to be intergared to the existing system on the adgacent buildings or network)	Sum		1	
A 8.2	Supply and install T5 (600x600) lights including motion sensors to suit proposed layout plan	Sum		1	
A8.3	The design, supply, installation, commissioning and testing of a standby generator and intergrate to the power supply network for the building with maximum lag time of 5min, etc.	Sum		1	
A8.4	Supply and install a 10ltr Hydroboil in the kitchen	Sum		1	
A8.5	Design, supply and install a geyser system for hot tap water	Sum		1	
<b>A9</b>	<b>General Building Works</b>				
A 9.1	Removal of existing garage doors and construction of brick walls including plastering to close out garage door openings as per layout drawing	Sum		1	
A 9.2	Demolision of brick wall for doors, windows and passage openings including plastering to receive painting	Sum		1	
A 9.3	Paintwork for all existing and new walls,	Sum		1	
A 9.4	Waterproofing and painting the existing roof including new rainwater goods	Sum		1	
A9.5	Plastering of all face brick walls to finish	Sum		1	
A9.6	Removal of existing ruble inside the garages	Sum		1	
<b>A10</b>	<b>Fire Detection, Suppression and Protection</b>				

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Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A 10.1	The design, supply, construction and installation of all fire detection, fire alarms and suppression including fire control systems, etc.	Sum		1	
<b>A11</b>	<b>Signage</b>				
A11.1	Supply and install external door signs for the clinic, fire extinguishers, directional, fire escape routes, emergency doors to the clinic and reception area and Male/Female/PWD toilets signs	Sum		1	
<b>A12</b>	<b>Blinds &amp; Curtains</b>				
A12.1	Design, Supply, Test and Commissioning of Horizontal Blinds for all windows (50mm wide wood type) Various sizes, refer to window schedule; excludes toilet windows	Sum		1	
<b>A13</b>	<b>Emergency Water Supply</b>				
A13.1	The design, supply, construction, installation, commissioning and testing of a water back up storage tank fit for purpose, etc.	Sum		1	
<b>A 14</b>	<b>Branding</b>				
A14.1	The design, supply, construction and installation of all clinic signage, branding and posters in accordance to Transnet Brand Guidelines, etc.	Sum		1	
A14.2	The design, supply, construction and installation of all paperhanging, etc.	Sum		1	
A14.3	The design, supply, construction and installation of all other furniture other than supplied by the OH service provider, etc.	Sum		1	
<b>A 15</b>	<b>Rainwater Goods</b>				
A 15.1	Supply and install new gutters and downpipes including all fixings, bends, joint and shoe fittings	Sum		1	
<b>A 16</b>	<b>Parking</b>				
A16.1	Provision for shaded cloth parking for the staff	Sum		1	
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b>					

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Works Information	40
<b>Total number of pages</b>		<b>41</b>

## C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The Works that the *Contractor* is to perform involve electrical, mechanical, civil and general building works for the upgrading of a building to serve as the clinic space within Transnet's Centrarand Yard.

The scope of works includes the following:

- Refurbishment of existing structures including partial demolition, additions, alterations, and construction of new partition walls for clinic operations, kitchen, and bathrooms according to the desired layout plan and the bill of quantities provided.
- Design, supply, install, test and commissioning glass front door and burglar bars to suite the proposed layout.
- Floor covering, Plumbing, and Painting
- Design, supply, install, test and commissioning the Electrical LV infrastructure and equipment to suit the proposed layout, including intergrating the electrical reticulation to the available stand-by power supply.
- Design, supply, installation, test and commissioning of Air-conditioning split units as per SANS1238 within the space to suit desired layout plan.
- Design, supply, installation, test and commissioning of portable fire extinguishers complete with mounting board, bracket, and emergency signs as per SANS10400-T to suit the layout plan.
- Design, supply, installation, test and commissioning of fire protection doors as per SANS 1253:2016 to suit the layout plan.
- Design, supply, installation, test and commissioning of back-up water storage tank system as per Transnet's requirements.
- Design, supply and Install ICT equipment allowance to suit the proposed layout.
- Branding of the building as per Transnet's requirements.

#### 1.2 *Employer's objectives*

The *Employer's* objective is to consolidate National clinics to accommodate all the employees for Transnet. These clinics will be standardized to comply with legislative requirements (SASOM) and to meet a minimum requirement of occupational health centers. The incorporation of the clinics will benefit the ongoing support to the employees that include the followings;

- Establishment of standard and uniform procedures
- Lowering overhead expenses

- Compliance with legislative requirements
- Improvement of clinic services utilization
- Provision of proactive employees' health management
- Reducing cost through economies of scale Interpretation and terminology

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
- SASOM Guideline For Building a Clinic
- General Arrangement Drawings.

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

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

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

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

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

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

2.3.1 The *Contractor* shall address the following procedures:

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

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

2.3.1 Documentation Submission

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

## 2.4 Review and Acceptance of *Contractor* Documentation

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

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

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

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

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

## 2.6 Use of *Contractor's* design

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

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

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

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

2.7.2 The *Contractor* provides the following:

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



### 2.7.3 **As-Built/Final Documentation**

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

### 2.7.4 **Installation, Maintenance and Operating Manuals and Data Books**

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

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

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

## 3 **Construction**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.1.5 Health and safety facilities on Site:

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

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

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

- 3.1.7 Title to Materials from demolition and excavation

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

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

- 3.1.9 Cooperating with and obtaining acceptance of others

During the contract, departments of Transnet, Tenants, and other *Contractors* may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions.

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

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

- 3.1.10 Publicity and progress photographs

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

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

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

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

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

- Contract reference
- Photograph file reference

- Date of Photograph
- Subject matter.

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

3.1.12 *Contractor's Equipment*

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

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

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

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

3.1.14 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

3.1.15 Site services and facilities:

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

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

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

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

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

3.1.16 Facilities provided by the *Contractor*:

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

- Layout drawing of the proposed facilities

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

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

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

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

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

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

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

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

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

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

For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out before occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect

correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable.

#### 3.1.20 Survey control and setting out of the *works*

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

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

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

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

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

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

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

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

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

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

### 3.2 Completion and correction of Defects

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

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the

work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

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

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

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

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

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

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

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

## 4 Plant and Materials Standards and Workmanship

### 4.1 Building works

#### 4.1.1 Description of works

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

1. Demolish/remove existing walls, floor covering, doors, and old water goods where applicable and dispose off to an approved dump site.
2. Remove existing emergence doors and supply, install and commissioning fire protection doors as per layout.
3. Construct new brick walls for bathrooms and closing of old garage doors as per new layout plan.
4. Supply and install new doors as per layout including door frames and ironmongery.
5. Supply, install, test and commissioning all plumbing fittings required in bathrooms and the



kitchen including consulting rooms etc.

6. Supply and install carpentry required in the new kitchen, reception, dispensary and storage as per lay-out.
7. Supply, install, test and commissioning new drywalling partitions complete to finish and prepare surfaces to receive paint as per layout plan.
8. Painting of walls with minimum three coats (1 x undercoat and 2x colour coats) using SABS approved paint, colour to be decided by the client.
9. Supply, install, test and commissioning glazing including aluminium frames where required as per layout plan, sizes to be confirmed by Architect as per fenestration calculation to meet the required building standards.
10. Supply and install ceiling where required as per layout plan.
11. Supply and install vinyl floor covering and carpets as indicated including vinyl upskirts and aluminium skirting where applicable, not limited to provide screed, repairs to the floor to receive new floor covering.
12. Supply and install floor and wall and floor tiling including floor skirting where required.
13. Provide the Employer with the As-built drawings of the complete works including O&M Manuals and warranties where applicable.

## 4.2 **Employer specifications**

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

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

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

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

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

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

### 4.2.4 **Samples**

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the *Project manager*. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (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 perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

#### 4.2.6 **Glazing**

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

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

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

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

#### 4.2.8 **Partitions**

Fire rating certificate to be provided.

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

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

#### 4.2.10 **Demolition**

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

### 4.3 **Electrical Works**

#### 4.3.1 **Executive Overview**

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

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

4.3.1.1 Design, Supply, Installation, Test, Commissioning and issuing Certificate of Compliance for Low voltage equipment, e.g. sockets (normal power and emergency power), isolators, power skirting, circuit breaker, etc.

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

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

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

#### 4.3.3 Particular specifications

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

##### CODES OF PRACTICE

SANS Specifications (latest editions)	
SANS 10313	Code of Practice for Protection of Buildings against Lightning
SANS 10064:	Code of Practice for the Preparation of Steel Flush for Coating
OHS Act, 1993	Occupational Health and Safety Act (Electrical Installation regulations)

<b>SANS Specifications (latest editions)</b>	
SANS 10142-1	Code of Practice for the Wiring of Premises Part 1: Low-voltage installations and including 3 000 kW installed capacity
SANS 1019	The design and Installation of Earth Electrodes
SANS 1063:2010	Earth Rods, couplers, and connections
SANS 62305-4	Protection against lightning Electrical and Electronic systems within structures
SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnectors, Fuse Combination Units
SANS 1253:2016	Fire Door and Fire Shutter design and installation
SANS 156	Moulded Case Circuit Breakers
SANS 6069-2-1	Wall and Appliance Switches
SANS 60269:	Low Voltage Fuses
SANS 61008-1	Earth Leakage Protection Units
SANS 1091	National Colour Standards for Paints
SANS 1180	Electrical Distribution Boards
SANS 1507	Electric Cables with Extruded Solid Dielectric Installation for Fixed Installations
SANS 1973	Low Voltage Switchgear

## 4.4 Mechanical Engineering and Fire Protection

### 4.4.1 Scope Of Work

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

- Supply and install split HVAC units to suit the floor design layout and provide the HVAC layout drawing.
- Commissioning and testing of the installations herein specified.

#### 4.4.2 Materials And Workmanship

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

#### 4.4.3 Design And Drawings

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

involve major structural design which is beyond the capability of the *Contractor* than these shall be referred to a suitably qualified person for design.

c) Workshop Drawings

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

#### 4.4.4 Responsibilities Of The Contractor

a) Sub-Contractors

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

b) Ordering of Equipment and Materials

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

c) Storage of Materials and Equipment

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

d) Protection of the Works

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

e) Accessibility

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

#### 4.4.5 Reference Specification And Standards

- a) The latest revision of any Specification referred to in this specification, shall be applicable.
- b) 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.

- c) 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.
- d) The entire new installation shall be carried out in accordance with the following standards:

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

<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





## TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

- 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

<b>SANS Specifications (latest editions)</b>	
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 tank should be place on top of concrete platform approve by the Engineer
- Supply and install-+ 1000L water back –up tank accordance with Transnet Property approval

## 5 List Of Drawings

### 5.1 Drawings issued by the *Employer*

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

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

Description		
Drawing No.	Revision	Description
BLE0345		PROPOSED ALTERATION TO SENTRARAND CLINIC
		(02BEE23C)


## 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	Weekly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Overall contract progress and feedback	Weekly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
SHE meetings	Monthly	TBA	Project Manager (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)

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

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

#### 6.2 Documentation Control

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

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

Note:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.3 Safety risk management

### 6.3.1 Classification and Registration of Personnel

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

### 6.3.2 Personnel Protective Measures Shall include:

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

### Self-Risk Assessments

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

The question the employee must ask himself:

- What work am I about to do?
- Are the tools and equipment I am using correct for the job?
- Is the work I am about to perform is safe?



## TRANSNET PROPERTY

ENQUIRY NUMBER: TPIR/JHB/881 (T) CIDB

DESCRIPTION OF THE WORKS: THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC FACILITY AT SENTRARAND, JOHANNESBURG.

- If not safe, what actions must I take to make it safe?
- What precautions must I take to prevent injury to myself or my colleagues?

Self-Risk Assessments shall be carried out when:

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

## Reminders

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

## Toolbox Talks

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

## Health and Safety Requirements

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

## Personal Protective Equipment

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

- Full overalls
- Hard hats
- Respirators to protect against inhalation of dust.
- Acceptable Hearing Protection to eliminate the amplified sound, jackhammering or associated concrete breaking/cutting/ equipment



- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- All persons working within the site shall wear reflective safety vests.

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

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

The following additional Risks have been identified:

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

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

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

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

## 6.4 Environmental constraints and management

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

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

### Waste Management Objective

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

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

## 6.5 Quality assurance requirements

- 6.5.1 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information.

## 6.6 Programming constraints

### 6.6.1 General

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

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

### 6.6.2 Progress monitoring and review

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

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

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

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

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

## 6.8 Insurance provided by the Employer

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

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

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

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

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;

6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

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

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

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

## 6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

## 6.10 Provision of bonds and guarantees

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

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

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

# 7 Procurement

## 7.1 Code of Conduct

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

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

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

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

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

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

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

### **Conflicts of Interest**

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

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

- 7.2.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3 The invoice states the following:
  - Invoice addressed to Transnet SOC Ltd;
  - Transnet SOC Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number.The invoice contains the supporting detail.

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

7.2.5 Invoices submitted by post are addressed to:

**Transnet Property**

**150 Commissioner street**

**Carlton Centre**

**Johannesburg**

**2000**

For the attention of The Project Manager, Transnet Property

7.2.6 Invoices submitted by hand are presented to:

**Transnet Property**

**150 Commissioner street**

**Carlton Centre**

**Johannesburg**

**2000**

For the attention of The Project Manager, Transnet Property

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.

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**THE UPGRADE OF AN EXISTING BUILDING TO BE USED AS A TRANSNET CLINIC  
FACILITY AT SENTRARAND, JOHANNESBURG.**

**CONTRACT NUMBER            TPIR/JHB/881 (T) CIDB**

**DURATION                      Six (06) Months**

**COMMENCEMENT DATE        .....**

**EXPIRY DATE                    .....**

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## Schedule 1 – SCHEDULE OF REQUIREMENTS

## **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Goods/Services [**the Goods/Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

## **2 CONFORMITY WITH ORDER**

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

## **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

## **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax

Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING**

- a) Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.
- b) If the Supplier/Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.
- c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

### **Non-compliance Penalty Certificate:**

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider 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 Agreement; and
  - if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

### **Payment of Non-compliance Penalties:**

- f) Subject to Clause (e) above, the Supplier/Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier/Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier/Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- g) The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without

prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

- h) Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.
- i) 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 Supplier/Service Provider.

## **6 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing,

provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

## **7 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is



public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **8 PROTECTION OF PERSONAL INFORMATION**

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;

- vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
  - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 9.6. Personal Information security breach:

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **9 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

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## **10 TERMINATION OF ORDER**

10.1 Notwithstanding the date of signature hereof, the commencement date of this Order is ..... and will expire on ....., unless:

- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- the allocated maximum contract value is depleted before the contract expiry date.

10.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself

into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

- 10.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 10.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 10.6 Both parties to this agreement reserve the right to terminate this agreement:
- 12.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
  - 12.6.2. There is non-performance from either of the parties; or
  - 12.6.3. If the other party is unable to perform its obligations under this agreement.

## **11 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **12 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of

any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

### **13 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

### **14 SUBCONTRACTING**

- 14.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 14.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 14.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 14.4 The Supplier/Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

### **15 PAYMENT TO SUB-CONTRACTORS**

- 15.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
  - a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 15.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service

provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

15.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

15.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

## **16 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **17 SUPPLIER INTEGRITY PACT**

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;

## **18 DATABASE OF RESTRICTED SUPPLIERS**

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

## **19 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **20 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis

from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **21 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **22 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**Thus signed by the Parties and witnessed on the following dates and at the following places:**

SIGNED for and on behalf of <b>Transnet SOC Ltd</b> duly authorised hereto	SIGNED for and on behalf of ..... duly authorised hereto
Registration Number 1990/000900/30	Registration Number .....
Signature .....	Signature .....
Name: .....	Name:
Position: .....	Position:
Date:	Date:
Place: .....	Place:
AS WITNESS:  Signature .....	AS WITNESS:  Signature .....
Name .....	Name .....