**TRANSNET RAIL INFRASTRUCTURE MANAGER**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY, DELIVER AND INSTALLATION OF AIR CONDITIONERS IN ERMELO DEPOT**

| | |
|---|---|
| **RFQ NUMBER** | **: TFR/2026/08/0005/114637/RFQ** |
| **ISSUE DATE** | **: 13 NOVEMBER 2026** |
| **CLOSING DATE** | **: 27 NOVEMBER 2026** |
| **CLOSING TIME** | **: 10h00AM** |
| **TENDER VALIDITY PERIOD** | **: 12 weeks after the closing date** |

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

**Contents**


| Number | Heading |
|---|---|
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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].

| | |
|---|---|
| **DESCRIPTION** | FOR THE SUPPLY, DELIVER AND INSTALLATION OF AIR CONDITIONERS IN ERMELO DEPOT ***(works)*** |
| **TENDER DOWNLOADING** | **This Tender may be downloaded directly from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.** |
| **COMPULSORY TENDER CLARIFICATION MEETING** | There will not be a Compulsory Tender Clarification Meeting |
| **CLOSING DATE** | **10:00 am on 27 November 2026**<br><br>Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration** |

### 2. TENDER SUBMISSION

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

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

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

- Click on “ADVERTISED TENDERS” to view advertised tenders.
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information).
- Click on “SIGN IN/REGISTER” - to sign in if already registered.
- Toggle (click to switch) the “Log an Intent” button to submit a bid.
- Submit bid documents by uploading them into the system against each tender selected.
- Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for



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the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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

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

## 3. CONFIDENTIALITY

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

## 4. DISCLAIMERS

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

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

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);



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4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

*4.12.* Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer*:*

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

**5.** Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**



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# T1.2 Tender Data

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

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

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 *Employer* is | **Transnet SOC Ltd**<br>**(Reg No. 1990/000900/30)** |
| C.1.2 | The tender documents issued by the *Employer* comprise: | |
| | **Part T: The Tender** | |
| | Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data |
| | Part T2 : Returnable documents | T2.1 List of returnable documents<br>T2.2 Returnable schedules |
| | **Part C: The contract** | |
| | Part C1: Agreements and contract data | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2) |
| | Part C2: Pricing data | C2.1 Pricing instructions<br>C2.2 Bil of Quantities |
| | Part C3: Scope of work | C3.1 Works Information |
| | Part C4: Site information | C4.1 Site Information |
| C.1.4 | The Employer's agent is: | Regional Procurement Manager |
| | Name: | Yvonne Scannell |
| | Address: | Nzasm Building |

| | | |
|---|---|---|
| | | Cnr of Minnaar and Paul Kruger Streets<br>Pretoria 0001 |
| | Tel No. | 012 315 2059 |
| | E – mail | Yvonne.scannell@transnet.net |
| C.2.1 | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:<br><br>**Eligibility in terms of the Construction Industry Development Board:**<br><br>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **1 ME** or higher class of construction work, are eligible to have their tenders evaluated.<br><br>b) Joint Venture (JV)<br>Joint ventures are eligible to submit tenders subject to the following:<br>1. every member of the joint venture is registered with the CIDB;<br>2. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **1 ME** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations<br>3. The tenderer shall provide a certified copy of its signed joint venture agreement.<br><br>***Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.*** |
| C.2.12 | No alternative tender offers will be considered. |
| C.2.13.3 | Each tender offer shall be in the **English Language.** |
| C.2.13.5<br>C2.15.1 | The tender documents must be uploaded with:<br>• Name of Tenderer: (insert company name)<br>• Contact person and details: (insert details)<br>• The Tender Number: TFR/2026/08/0005/114637/RFQ<br>• The Tender Description: For the supply, deliver and installation of air conditioners in Ermelo depot<br><br>Documents must be marked for the attention of:<br>***Employer*'s Agent:** |
| C.2.13.9 | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. |
| C.2.15 | The closing time for submission of tender offers is:<br>Time: **10:00am** on the **27 November 2026**<br>Location: The Transnet e-Tender Submission Portal:<br>(https://transnetetenders.azurewebsites.net);<br><br>**NO LATE TENDERS WILL BE ACCEPTED** |

| | |
|---|---|
| C.2.16 | The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period. |
| C.2.23 | The tenderer is required to submit with his tender:<br>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**.<br>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 black youth with 51% black ownership or more together with the tender;<br>3. A Valid CIDB CRS Number in order to confirm the correct and required designated grading<br>4 Proof of registration on the Central Supplier Database<br>5 Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.<br>**Note:** Refer to Section T2.1 for List of Returnable Documents |
| C3.11 | Tenders will be evaluated in further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.<br><br>80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes |

| Evaluation Criteria | Final Weighted Scores |
|---|---|
| Price | 80 |
| Preference (Specific Goals) | 20 |
| **Total Score:** | **100** |

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

| Selected Specific Goal | Number of points allocated (80/20) |
|---|---|
| B-BBEE Level of contributor – Level 1 | 15 |
| B-BBEE Level of contributor - Level 2 | 10 |
| >50% Black Youth Owned Entities | 5 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

| Specific Goals | Acceptable Evidence |
|---|---|
| B-BBEE level of contributor | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| >50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |

**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.at any stage from the date of close of the tenders until completion of the contract.

C.3.13

Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

   b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial

| | |
|---|---|
| | capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,<br><br>c) has the legal capacity to enter into the contract,<br><br>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,<br><br>e) complies with the legal requirements, if any, stated in the tender data and<br><br>f) is able, in the opinion of the employer to perform the contract free of conflicts of interest. |
| C.3.17 | The number of paper copies of the signed contract to be provided by the Employer is 1 (one). |

# T2.1 LIST OF RETURNABLE DOCUMENTS

## T2.1 List of Returnable Schedules

### 2.1.1 Returnable Schedules:

#### General:

- T2.2.1 Work program
- T2.2.2 Management & CV's of Key Persons and qualifications
- T2.2.3 Previous Experience
- T2.2.4 Availability of Equipment and Other Resources
- T2.2.5 Technical approach/methodology
- T2.2.6 Health and Safety Questionnaire
- T2.2.7 Health and Safety Cost Breakdown
- T2.2-8 Authority to submit a Tender
- T2 2-9 Record of Addenda
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Schedule of proposed Subcontractor
- T2.2-13 Site Information Establishment requirements

#### Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFQ Declaration Form
- T2.2-17 RFQ – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Contractor's Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 POPI Act form

#### Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the *Contractor*
- T2.2-23 Three (3) years audited financial statements



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## Transnet Vendor Registration Form:

- T2.2-24 Transnet Vendor Registration Form

## 2. Contract Data

### 2.1 C1.1 Offer portion of Form of Offer & Acceptance

### 2.2 C1.2 Contract Data Part Two (Data by Contractor)

### 2.3 C2.2 Bill of Quantities



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### 2.1.1 Returnable Schedules: General:

## T2.2-1: Work program

**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:

The tenderer shall provide the proposed *Work* program/Ghant chart showing but not limited to the following:

- Ability to execute the *Work* in terms of the *Employer*'s requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the *Works* clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the *Work* Program must clearly demonstrate the procurement process for all long lead items if applicable.

- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the *Work* Program clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

| **Index of documentation attached to this schedule:** |
|---|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ... |

**Note to tenderers:**

Ghant Chart

**Tenderer must provide a Ghant chart with all activities and their timelines which must be withing the stipulated timeframe for the *Work* to be completed.**



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



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## T2.2-2 Management & CVs of Key Persons and qualifications

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

i. The qualifications of assigned key persons in relation to the scope of *Work*

ii Comprehensive CV's should be attached to this schedule:
As a minimum each CV should address the following, but not limited to;

Personal particulars

a. Name
b. Place (s) of tertiary education and dates associated therewith
c. Professional awards

Iii Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
Name of current employer and position in enterprise
Overview of post graduate experience (year, organization and position)
Outline of recent assignments / experience that has a bearing on the Scope of Work

List of Key Persons assigned to the above disciplines

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



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## T2.2-3 Previous Experience

**Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by completing the following:

| Client | Client contact details | Project Description | Year of project completion | Contract Value |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



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## T2.2-4: 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 *Work* as described in the Works Information.

| Equipment Type and Availability – Description | Hourly Rate | Number of Equipment | Details of Ownership |
|---|---|---|---|
| | | | |
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Signed ..... Date .....

Name ..... Position .....

Tenderer .....



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# T2.2-5: Technical approach/Methodology

**Note to tenderers:**

**The tenderer shall provide the methodology showing the key elements as follows;**

- Designs and Factory Acceptance Test

  (FAT)

- Testing and Commissioning
- Site Installation
- Switching
- SHERQ
- Packaging and transportation

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



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## T2.2-6: Health and Safety Questionnaire

| | | | | |
|---|---|---|---|---|
| **1.** | **SAFE WORK PERFORMANCE** | | | |
| 1A. | Injury Experience / Historical Performance - Alberta | | | |
| **Use the previous three years injury and illness records to complete the following:** | | | | |
| Year | | | | |
| Number of medical treatment cases | | | | |
| Number of restricted workday cases | | | | |
| Number of lost time injury cases | | | | |
| Number of fatal injuries | | | | |
| **Total recordable frequency** | | | | |
| Lost time injury frequency | | | | |
| Number of worker manhours | | | | |

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

| | | | |
|---|---|---|---|
| 1B. | Workers' Compensation Experience | | |
| **Use the previous three years injury and illness records to complete the following (if applicable):** | | | |
| Industry Code: | Industry Classification: | | |
| Year | | | |
| Industry Rate | | | |
| Contractor Rate | | | |
| % Discount or Surcharge | | | |
| Is your Workers' Compensation account in good standing?<br>(Please provide letter of confirmation) | ☐ Yes<br>☐ No | | |

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



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| | |
|---|---|
| | ☐ Yes ☐ No<br>If yes, provide details: |
| | |
| | |

**3. CERTIFICATE OF RECOGNITION**

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

**4. SAFETY PROGRAM**

Do you have a written safety program manual? ☐ Yes ☐ No
If Yes, provide a copy for review
Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No
If Yes, provide a copy for review
Does your safety program contain the following elements:

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

**5. TRAINING 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 | ☐ | ☐ | CONFINED SPACE ENTRY | ☐ | ☐ |
| EMERGENCY REPORTING | ☐ | ☐ | TRENCHING & EXCAVATION | ☐ | ☐ |
| INJURY REPORTING | ☐ | ☐ | SIGNS & BARRICADES | ☐ | ☐ |
| LEGISLATION | ☐ | ☐ | DANGEROUS HOLES & OPENINGS | ☐ | ☐ |
| RIGHT TO REFUSE WORK | ☐ | ☐ | RIGGING & CRANES | ☐ | ☐ |
| PERSONAL PROTECTIVE EQUIPMENT | ☐ | ☐ | MOBILE VEHICLES | ☐ | ☐ |
| EMERGENCY PROCEDURES | ☐ | ☐ | PREVENTATIVE MAINTENANCE | ☐ | ☐ |
| PROJECT SAFETY COMMITTEE | ☐ | ☐ | HAND & POWER TOOLS | ☐ | ☐ |
| HOUSEKEEPING | ☐ | ☐ | FIRE PREVENTION & PROTECTION | ☐ | ☐ |
| LADDERS & SCAFFOLDS | ☐ | ☐ | ELECTRICAL SAFETY | ☐ | ☐ |
| FALL ARREST STANDARDS | ☐ | ☐ | COMPRESSED GAS CYLINDERS | ☐ | ☐ |
| AERIAL WORK PLATFORMS | ☐ | ☐ | WEATHER EXTREMES | ☐ | ☐ |



TRANSNET CONFIDENTIAL INFORMATION

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

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

## 6. SAFETY ACTIVITIES

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

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

Who follows up on inspection action items? _____

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

Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly ☐

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

Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

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

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP



TRANSNET CONFIDENTIAL INFORMATION

| | | | | | | |
|---|---|---|---|---|---|---|
| 7A | Are incident reports and report summaries sent to the following and how often? | | | | | |
| | | Yes | No | Monthly | Quarterly | Annually |
| | Project/Site Manager | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Managing Director | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Safety Director/Manager | ☐ | ☐ | ☐ | ☐ | ☐ |
| | /Chief Executive Officer | ☐ | ☐ | ☐ | ☐ | ☐ |
| 7B | How are incident records and summaries kept? How often are they reported internally? | | | | | |
| | | Yes | No | Monthly | Quarterly | Annually |
| | Incidents totaled for the entire company | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Incidents totaled by project | ☐ | ☐ | ☐ | ☐ | ☐ |
| | • Subtotaled by superintendent | ☐ | ☐ | ☐ | ☐ | ☐ |
| | • Subtotaled by foreman | ☐ | ☐ | ☐ | ☐ | ☐ |
| 7C | How are the costs of individual incidents kept? How often are they reported internally? | | | | | |
| | | Yes | No | Monthly | Quarterly | Annually |
| | Costs totaled for the entire company | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Costs totaled by project | ☐ | ☐ | ☐ | ☐ | ☐ |
| | • Subtotaled by superintendent | ☐ | ☐ | ☐ | ☐ | ☐ |
| | • 0Subtotaled by foreman/general foreman | ☐ | ☐ | ☐ | ☐ | ☐ |
| 7D | Does your company track non-injury incidents? | | | | | |
| | | Yes | No | Monthly | Quarterly | Annually |
| | Near Miss | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Property Damage | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Fire | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Security | ☐ | ☐ | ☐ | ☐ | ☐ |
| | Environmental | ☐ | ☐ | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| **8** | **PERSONNEL** | | |
| | List key health and safety officers planned for this project. Attach resume. | | |
| | Name | Position/Title | Designation |
| | Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment? | | |
| | Name | Address | Telephone Number |
| | Other responsibilities: | | |
| **9** | **REFERENCES** | | |
| | List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program | | |
| | Name and Company | Address | Phone Number |
| | | | |



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-7 Health and Safety Cost Breakdown

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

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

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



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-8 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 ..... |



TRANSNET CONFIDENTIAL INFORMATION

**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.



TRANSNET CONFIDENTIAL INFORMATION

**C. Certificate for Joint Venture**

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

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

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

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



TRANSNET CONFIDENTIAL INFORMATION

**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 ..... |



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-9 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 | | |

Attach additional pages if more space is required.



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-10 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:

| |
|---|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-11: Risk Elements

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

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

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

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor’s risk are deemed to be included in the tenderer’s offered total of the Prices.



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-12: 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**: .

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

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

•

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

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

•

| Name of Proposed Subcontractor | Address | Nature of work | Amount of Worked | Percentage of work |
|---|---|---|---|---|



TRANSNET CONFIDENTIAL INFORMATION

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **% Black Owned** | **EME** | **QSE** | **Youth** | **Women** | **Disabilities** | **Rural/ Underdeveloped areas/ Townships** | **Military Veterans** |
| | □ | □ | □ | □ | □ | □ | □ |



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-13: Site Establishment Requirements

Tenderers to indicate their Site establishment requirements:



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## T2.2-14 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** _____

**Section 2: VAT registration number, if any:** _____

**Section 3: CIDB registration number, if any:** _____

**Section 4: CSD number:** _____

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

| Name | Identity number | Personal income tax number |
|---|---|---|
| | | |
| | | |
| | | |

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

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

Company registration number _____

Close corporation number _____

Tax reference number: _____

- 

| |
|---|
| **Section 7: The attached SBD 6 must be completed for each tender and be attached as a tender requirement.** |
| **Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.** |



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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------



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**SBD 6.1**

## SPECIFIC GOALS POINTS CLAIM FORM

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

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

---

### 1. GENERAL CONDITIONS

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

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

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

1.3 The 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution.

(c) Any other specific goal determined in Transnet preferential procurement policy.

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

| | POINTS |
|---|---|
| **PRICE** | **80** |
| **PREFERENCES SPECIFIC GOALS** | |
| B-BBEE Level of contributor – Level 1 | **15** |
| B-BBEE Level of contributor - Level 2 | **10** |
| >50% Black Youth Owned Entities | **5** |
| **Total points for Price and Preferences (Specific Goals) must not exceed** | **100** |

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



TRANSNET CONFIDENTIAL INFORMATION

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

## 2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, workor goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"** means:

1) B-BBBEE status level certificate issued by an unauthorised body or person;
2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3) Any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.



TRANSNET CONFIDENTIAL INFORMATION

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

3.2

| Selected Specific Goal | Number of points allocated (20) |
|---|---|
| B-BBEE Level of contributor – Level 1 | 15 |
| B-BBEE Level of contributor - Level 2 | 10 |
| >50% Black Youth Owned Entities | 5 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

## 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals | Acceptable Evidence |
|---|---|
| B-BBEE level of contributor | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| >50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |



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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 6.1

6.1 B-BBEE Status Level of Contribution: . = …(based on point distribution per Table 3.2)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.



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## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor……..

iii) The B-BBEE status level of the sub-contractor.....……..

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

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

| | **Designated Group: An EME or QSE which is at last 51% owned by:** | **EME √** | **QSE √** |
|---|---|---|---|
| | Black people | | |
| | Black people who are youth | | |
| | Black people who are women | | |
| | Black people with disabilities | | |
| | Black people living in rural or underdeveloped areas or townships | | |
| | Cooperative owned by black people | | |
| | Black people who are military veterans | | |
| | **OR** | | |
| | Any EME | | |
| | Any QSE | | |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:……..

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]



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8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

……
……

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.



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| | |
|---|---|
| WITNESSES<br><br>1. ……..<br><br>2. ……. | ……<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: ……..<br>ADDRESS ……..<br>…….. |

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,
employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
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| | | |
| | | |

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



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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



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| | |
|---|---|
| …… | …… |
| Signature | Date |
| …… | …… |
| Position | Name of bidder |



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## T2.2-15 NON-DISCLOSURE AGREEMENT

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

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

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**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 [**RFQ**] 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,



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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 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 **Error! Reference source not found.** 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 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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.



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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 above.

## 4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## 5. DURATION

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

## 6. PRINCIPAL

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



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## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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



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## T2.2-16: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

   _____

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman



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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 T2.2-19 "Contractor Integrity Pact".

| |
|---|
| For and on behalf of<br><br>……..……<br><br>duly authorised thereto |
| Name: |
| Signature: |
| Date: |

**IMPORTANT NOTICE TO TENDERERS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidder



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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER



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

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

   e) the submission of a tender which does not meet the specifications and conditions of the tender; or

   f) Tendering with the intention not winning the tender.



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7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER



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## T2.2-19: Contractor's Integrity Pact

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

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

**INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



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## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the service, goods and services; and

b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.



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2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

## 3 OBLIGATIONS OF THE TENDERER / WORKPROVIDER

3.1 Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / WorkProvider / Contractor commits to the following:

a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/ Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/ Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/ Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/ Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/ Service



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Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/ Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/ Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/ Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/ Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/ Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

• Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

• Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

• Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

• Principle 4: the elimination of all forms of forced and compulsory labour;

• Principle 5: the effective abolition of child labour; and

• Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

• Principle 7: Businesses should support a precautionary approach to environmental challenges;

• Principle 8: undertake initiatives to promote greater environmental responsibility; and

• Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption



TRANSNET CONFIDENTIAL INFORMATION

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

## 4 INDEPENDENT TENDERING

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

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

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

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

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

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.



TRANSNET CONFIDENTIAL INFORMATION

## 5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider /Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

6.2 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.



TRANSNET CONFIDENTIAL INFORMATION

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted WorkProviders or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or



TRANSNET CONFIDENTIAL INFORMATION

removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## 8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
c) Recover all sums already paid by Transnet;
d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
e) Cancel all or any other contracts with the Tenderer / Service Provider; and
f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## 9 CONFLICTS OF INTEREST

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

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
a) Private gain or advancement; or
b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
b) must notify Transnet immediately in writing once the circumstances has arisen.

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



TRANSNET CONFIDENTIAL INFORMATION

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature ……

Date ……..



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-20 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining Service's /Goods. 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).



TRANSNET CONFIDENTIAL INFORMATION

***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.



TRANSNET CONFIDENTIAL INFORMATION

- Suppliers must be evaluated and approved before any materials, components, products or Service's ss 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 CONFIDENTIAL INFORMATION

- ***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 CONFIDENTIAL INFORMATION

## T2.2.21 PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. 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.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).



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9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must 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.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

    **Respondents are required to provide consent below:**

| | | | |
|---|---|---|---|
| **YES** | | **NO** | |

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

    Signature of Respondent's authorised representative: _____

    Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za



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## T2.2-22: Insurance provided by the *Contractor*

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

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

| **Insurance against**<br>**(See clause 84.2 of the ECC)** | **Name of Insurance Company** | **Cover** | **Premium** |
|---|---|---|---|
| Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract | | | |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.00 | | | |
| Insurance in respect of loss of or damage to own property and equipment. | | | |
| | | | |
| | | | |
| | | | |



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-23-: 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:

.....

.....

.....

.....

.....



TRANSNET CONFIDENTIAL INFORMATION

## T2.2-24 SUPPLIER DECLARATION FORM

# VENDOR REGISTRATION

| | | | |
|---|---|---|---|
| **1.** | **Proof of Banking Details** | Stamped/Certified by the Bank, Dated and Less than 3 months old | |
| | | Confirmation of Bank Letter must contains the Name and Signature of Bank Official. | |
| | | If online verification is possible (e.g. FNB) – printout of online verification | |
| **2.** | **TAX Certificate and VAT Registration** | Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS) | |
| | | Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration | |
| | | **If No VAT**; Affidavit or Solemn Declaration on VAT Registration Status to be submitted | |
| **3.** | **Proof of registration** | **Company registered before 1 May 2011:** CM1 – Incorporation of a Company<br>**Company registered after 1 May 2011:** CoR 14.3 – Company Registration Certificate | |
| **4.** | **Proof of Ownership / Management** | **Company registered before 1 May 2011**<br>• CM29 – Contents of Register of Directors, Auditors and Officers<br>**Company registered after 1 May 2011**<br>• CoR 15.1 Memorandum of Incorporation -MOI<br>• CoR 39 – Contents of Register of Directors, Auditors and Officers<br>Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required | |
| **5.** | **BBBEE** | **EME (Turnover below R10m)** | |
| | | • EME Affidavit signed by EME<br>• NO certificates by SANAS accredited BBBEE verification agencyaccepted<br>• NO accountant letters are accepted | |
| | | **QSE (Turnover between R10m and R50m)** | |
| | | IF >51% black owned<br>• QSE Affidavit signed by QSE or Certificate by SANAS accreditedverification agency<br>• NO accountant letters are accepted | |
| | | IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency | |
| | | **Large enterprise (Turnover above R50m)** | |
| | | • Certificate by SANAS accredited BBBEE verification agency | |
| | | **Non-compliant** (No certificate / In process of certification / Level 9certificate)<br>• Confirmation that supplier is not BBBEE compliant. An email issufficient. | |
| **6.** | **Proof of CSD registration** | MAAA number | |



TRANSNET CONFIDENTIAL INFORMATION

# ANNEXURE A: 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? (If **YES** state the previous details below) | Yes | | No | |
| 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 (*please attach relevant supporting document for VAT*) | VAT Registered | | Not VAT Registered | |
| VAT Registration Number | | | | |
| If **Exempted from VAT registration,** state reason and 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 Status" must be renewed and confirmed annually.

## Company Banking Details

| | | | |
|---|---|---|---|
| Account Holder Name | | | |
| Bank Account Number | | Universal Branch Code | |
| Company Physical Address | | | |
| | | Code | |
| Company Postal Address | | | |
| | | Code | |
| Telephone Number | | FAX Number | |
| E-Mail Address | | | |
| Company Website Address | | | |



TRANSNET CONFIDENTIAL INFORMATION

| | |
|---|---|
| Company Contact Person | |
| Designation | |
| Telephone Number | |

| | | | | |
|---|---|---|---|---|
| Main Product / WorkSupplied e.g. Stationery / Consulting /Labour etc. | | | | |
| Is your company a Labour Broker? | YES | | NO | |
| How many personnel does the business employ? (*please state number*) | 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 | <R10 Million **EME** | | >R10 Million <R50 Million **QSE** | | >R50 Million **Large Enterprise** | |
| Does your company have a valid Proof of B-BBEE Status? | | | YES | | NO | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Please indicate your Broad Based BEE status (Level 1 to 9) | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** |

| | | | |
|---|---|---|---|
| Majority Race of Ownership *(please selected correct Majority Ownership for your company)* | Black | | White | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **BBBEE Score** | % Black Ownership | | % Black Women Ownership | | % Black Disabled person(s) Ownership | |
| % Black Youth Ownership | | % Black Unemployed | | % Black People Living in Rural Areas | | % Black Military Veterans | |

**Please Note:** Please provide proof of B-BBEE status as per Appendix III and IV:

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

## Supplier Development Information Required

| | | | | |
|---|---|---|---|---|
| EMPOWERING SUPPLIER | **YES** | ○ | **NO** | ○ |
| FIRST TIME SUPPLIER | **YES** | ○ | **NO** | ○ |
| SUPPLIER DEVELOPMENT PLAN | **YES** | ○ | **NO** | ○ |
| DEVELOPMENT PLAN DOCUMENT | If Yes - Attach supporting documents | | | |
| ENTERPRISE DEVELOPMENT BENEFICIARY | **YES** | ○ | **NO** | ○ |
| SUPPLIER DEVELOPMENT BENEFICIARY | **YES** | ○ | **NO** | ○ |
| GRADUATION FROM ED TO SD BENEFICIARY | **YES** | ○ | **NO** | ○ |
| ENTERPRISE DEVELOPMENT RECIPIENT | **YES** | ○ | **NO** | ○ |

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

| | | | |
|---|---|---|---|
| Name and Surname | | Designation | |
| Signature | | Date | |



TRANSNET CONFIDENTIAL INFORMATION

**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 combinedvalue of taxable supplies made by the provider in any 12 month period **has not exceeded or is notexpected to exceed R1 million 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 (Signature & Stamp)



TRANSNET CONFIDENTIAL INFORMATION

# Appendix II

**Example of an Affidavit or Solemn Declaration as to number of employees**

**Affidavit or Solemn Declaration**

I,_____solemnly swear/declare

that; _____

employs **Three or more full time employees**, which employees are engaged in the business of rendering the services of the organisation and are not connected persons as defined in the IncomeTax 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 (Signature & Stamp)



TRANSNET CONFIDENTIAL INFORMATION

# Appendix III

SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
3.

| | |
|---|---|
| **Enterprise Name:** | |
| **Trading Name (If Applicable):** | |
| **Registration Number:** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):** | |
| **Nature of Business:** | |
| **Definition of "Black People"** | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –<br>) Who are citizens of the Republic of South Africa by birth or descent; or<br>) Who became citizens of the Republic of South Africa by naturalization-<br>i. Before 27 April 1994; or<br>i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date |

4. 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 asAmended by Act No 46 of 2013;
- The Enterprise is_____% **Black Woman 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 youth 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 CONFIDENTIAL INFORMATION

- **The enterprise is_____% black disabled 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 2003as Amended by Act No 46 of 2013;

- **The enterprise is_____% by Black people living in rural and under developed areas** 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_____% by military veterans** as per Amended Code Series 100of 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;
- Based on the management accounts and other information available for the _____financial year, **the income did not exceed R10, 000,000.00 (ten million rand**).

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

| | | |
|---|---|---|
| 100% black owned | **Level One** (135% B-BBEE procurement recognition) | |
| More than 51% blackowned | **Level Two** (125% B-BBEE procurement recognition) | |
| Less than 51% blackowned | **Level Four** (100% B-BBEE procurement recognition) | |

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

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

**Deponent Signature** ……

**Date** ……..

**Commissioner of Oaths**

……
**Name & Surname**

**Signature & Stamp**



TRANSNET CONFIDENTIAL INFORMATION

# APPENDIX IV

## SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, _____

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

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

| | |
|---|---|
| **Enterprise Name:** | |
| **Trading Name (If Applicable):** | |
| **Registration Number:** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)** | |
| **Nature of Business:** | |
| **Definition of "Black People"** | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –<br>) Who are citizens of the Republic of South Africa by birth or descent; or<br>) Who became citizens of the Republic of South Africa by naturalization-<br>i. Before 27 April 1994; or<br>i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date |

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 Woman 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 Youth 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,



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- **The enterprise is_____% black disabled owned;** as per Amended Code Series 100 ofthe 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_____% by Black people living in rural and under developed areas** 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_____% by military veterans** as per Amended Code Series 100 of theAmended 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,
- Based on the Financial Statements/Management Accounts and other information available on thelatest 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 below table the B-BBEE Level Contributor, by ticking the applicable box.

| | | |
|---|---|---|
| 100% Black Owned | **Level One** (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | **Level Two** (125% B-BBEE procurement recognition level) | |

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

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

**Deponent Signature** ……

**Date** ……..

**Commissioner of Oaths**

…….. **Name and Surname**



TRANSNET CONFIDENTIAL INFORMATION

## C1.1: Form of Offer & Acceptance

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

**FOR THE SUPPLY, DELIVER AND INSTALLATION OF AIR CONDITIONERS IN ERMELO DEPOT**

The tenderer, identified in the Offer signature block, has

| | |
|---|---|
| | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |

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

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

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

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| **For the tenderer:** | | | |

| | | | | |
|---|---|---|---|---|
| Name & signature of witness | *(Insert name and address of organisation)* | | Date | |
| Tenderer's CIDB registration number: | | | | |

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

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

| | | | | |
|---|---|---|---|---|
| Signature(s) | | | | |
| Name(s) | | | | |
| Capacity | | | | |
| **for the Employer** | Transnet SOC Ltd | | | |
| Name & signature of witness | *(Insert name and address of organisation)* | | Date | |

**Schedule of Deviations**

Note:

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

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

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

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

| | **For the tenderer:** | | **For the Employer** |
|---|---|---|---|
| Signature | | | |
| Name | | | |
| Capacity | | | |

| | | | |
|---|---|---|---|
| On behalf of | *(Insert name and address of organisation)* | | Transnet SOC Ltd |
| Name & signature of witness | | | |
| Date | | | |

## C1.2 Contract Data

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

| Clause | Statement | Data |
|---|---|---|
| 1 | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for main Option | **B: Priced contract with bill of quantities** |
| | dispute resolution Option | **W1: Dispute resolution procedure** |
| | and secondary Options | **X2: Changes in the law**<br>**X18: Limitation of liability**<br>**Z: *Additional conditions of contract*** |
| | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) | |
| 10.1 | The *Employer* is: | **Transnet SOC Ltd**<br>**(Registration No. 1990/000900/30)** |
| | Address | Registered address:<br>**Transnet Corporate Centre**<br>**138 Eloff Street**<br>**Braamfontein**<br>**Johannesburg**<br>**2000** |
| | Having elected its Contractual Address for the purposes of this contract as: | **Transnet Rail Infrastructure Manager**<br>**6 Minnaar Street**<br>**Pretoria**<br>**0002** |
| 10.1 | The *Project Manager* is: (Name) | **Andile Rashula** |
| | Address | **22 Industrial Avenue**<br>**Ermelo**<br>**Mpumalanga**<br>**2350** |
| | | **071 899 2811** |
| | e-mail | **andilerashule@transnet.net** |

| | | |
|---|---|---|
| 10.1 | The *Project Manager* is: (Name) | **Thabo Nkosi** |
| | Address | **22 Industrial Avenue<br>Ermelo<br>Mpumalanga<br>2350** |
| | Tel No. | **083 980 0795** |
| | e-mail | **ThaboNkosi2@transnet.net** |
| 11.2(2) | The Site Information *is* | **C4** |
| 11.2(13) | The *works* are | **FOR THE SUPPLY, DELIVER AND INSTALLATION OF AIR CONDITIONERS IN ERMELO DEPOT** |
| 11.2(14) | The following matters will be included in the Risk Register | **1.** |
| 11.2(15) | The *boundaries of the site* are | **As stated in Part C4.1." Description of the Site and its surroundings"** |
| 11.2(16) | The Site Information is in | **Part C4** |
| 11.2(19) | The *Works* Information is in | **Part C3** |
| 12.2 | The *law of the contract* is the law of | **the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.** |
| 13.1 | The *language of this contract* is | **English** |
| 13.3 | The *period for reply* is | **2 weeks** |
| **2** | **The *Contractor*'s main responsibilities** | **No additional data is required for this section of the *conditions of contract*.** |
| **3** | **Time** | |
| 11.2(3) | The *completion date* for the whole of the *works* is | **01 February 2027** |
| 31.2 | The *starting date* is | **1 December 2026** |
| 31.1 | The *Contractor* is to submit a first programme for acceptance within | **2 weeks of the Contract Date.** |
| 32.2 | The *Contractor* submits revised programmes at intervals no longer than | **2 weeks.** |
| 35.1 | The *Employer* is not willing to take over the *works* before the Completion Date. | **Conditions of contract** |
| **4** | **Testing and Defects** | **No additional data is required for this section of the *conditions of contract*.** |
| 42.2 | The *defects date* is | **52 (fifty-two) weeks after Completion of the whole of the *works*** |

| | | |
|---|---|---|
| 43.2 | The *defect correction period* is | **2 weeks** |
| **5** | **Payment** | |
| 50.1 | The *assessment interval* is monthly on the | **25th (twenty fifth) day of each successive month.** |
| 51.1 | The *currency of this contract* is the | **South African Rand.** |
| 51.2 | The period within which payments are made is | **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.** |
| 51.4 | The *interest rate* is | **the prime lending rate of Standard Bank of South Africa.** |
| **6** | **Compensation events** | |
| 60.1(13) | The *weather measurements* to be recorded for each calendar month are, | **the cumulative rainfall (mm)**<br>**the number of days with rainfall more than 10 mm**<br>**the number of days with minimum air temperature less than 0 degrees Celsius**<br>**the number of days with snow lying at 08:00 hours South African Time**<br>**and these measurements: Not applicable** |
| | The place where weather is to be recorded (on the Site) is: | **The *Contractor*'s Site establishment area** |
| | The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: | **All boundaries of the Site** |
| | and which are available from: | **South African Weather Work012 367 6023 or info3@weathersa.co.za.** |
| **7** | **Title** | **No additional data is required for this section of the *conditions of contract*.** |
| **8** | **Risks and insurance** | |
| 80.1 | These are additional *Employer*'s risks | **None** |
| 84.1 | The *Employer* provides these insurances from the Insurance Table | |
| | 1 Insurance against: | **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract *Works*/ Public Liability.** |
| | Cover / indemnity: | **to the extent as stated in the insurance policy for Contract *Works* / Public Liability** |

| | | |
|---|---|---|
| | The deductibles are: | **as stated in the insurance policy for Contract *Works* / Public Liability** |
| 2 | Insurance against: | **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability** |
| | Cover / indemnity | **Is to the extent as stated in the insurance policy for Contract Works / Public Liability** |
| | The deductibles are | **as stated in the insurance policy for Contract Works / Public Liability** |
| 3 | Insurance against: | **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability** |
| | Cover / indemnity | **Is to the extent as stated in the insurance policy for Contract Works / Public Liability** |
| | The deductibles are: | **As stated in the insurance policy for Contract Works / Public Liability** |
| 4 | Insurance against: | **Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon** |
| | Cover / indemnity | **Cover / indemnity is to the extent provided by the SASRIA coupon** |
| | The deductibles are | **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.** |
| | Note: | **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."** |
| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is | **The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.** |

| | | |
|---|---|---|
| | 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**<br><br>**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.**<br><br>**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 sub-contractor**<br><br>**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 10 000 000.**<br><br>**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.***|
| 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 | **Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.** |

| | | |
|---|---|---|
| 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 policy for Contract** |
| **9** | **Termination** | **There is no additional Contract Data required for this section of the *conditions of contract*.** |
| **10** | **Data for main Option clause** | |
| **B** | **Priced contract with Bill of Quantities** | **No additional data is required for this Option.** |
| 60.6 | The *method of measurement* is | **The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.** |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is | **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.*** |
| W1.2(3) | The *Adjudicator nominating body* is: | **The Chairman of the Association of Arbitrators (Southern Africa)** |
| | If no *Adjudicator nominating body* is entered, it is: | **the Association of Arbitrators (Southern Africa)** |
| W1.4(2) | The *tribunal* is: | **Arbitration** |
| W1.4(5) | The *arbitration procedure* is | **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)** |
| | The place where arbitration is to be held is | **Johannesburg, South Africa** |
| | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | **The Chairman of the Association of Arbitrators (Southern Africa)** |
| **12** | **Data for secondary Option clauses** | |
| **X2** | **Changes in the law** | **No additional data is required for this Option** |
| **X18** | **Limitation of liability** | |

| | | |
|---|---|---|
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to: | **Nil** |
| X18.2 | For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to: | **The deductible of the relevant insurance policy** |
| X18.3 | The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | **The cost of correcting the Defect** |
| X18.4 | The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | **The Total of the Prices** |
| X18.5 | The *end of liability date* is | **12 months after Completion of the whole of the *works*** |
| **Z** | ***Additional conditions of contract* are*:*** | |

**Z1 Additional clauses relating to Joint Venture**

**Z1.1 Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.**
**The Joint Venture agreement shall contain but not be limited to the following:**

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - **i. of their joint and several liabilities to the *Employer* to Provide the Works;**
  - **ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - **iii. Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
  - **iv. 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; the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.** |
| **Z1.2** | | **Insert additional core clause 27.6**<br><br>**27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.*** |
| **Z2** | **Additional obligations in respect of Termination** | • |
| **Z2.1** | | **The following will be included under core clause 91.1:**<br>**In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**<br><br>**Under the second main bullet, insert the following additional bullets after the last sub-bullet:**<br><br>• **commenced business rescue proceedings (R22)**<br>**repudiated this Contract (R23)** |
| **Z2.2** | **Termination Table** | **The following will be included under core clause 90.2 Termination Table as follows:**<br><br>**Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"** |
| **Z2.3** | | **Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."** |
| **Z3** | **Right Reserved by the *Employer* to Conduct Vetting through SSA** | **1.** |
| **Z3.1** | | **The *Employer* 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:**<br><br>**2. 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.** |

| | | |
|---|---|---|
| | | 3. **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.**<br>**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.** |
| **Z4** | **Additional Clause Relating to Collusion in the Construction Industry** | |
| **Z4.1** | | **The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.** |
| **Z5** | **Protection of Personal Information Act** | |
| **Z5.1** | | **The *Employer* and the *Contractor* 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.** |

**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) 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 *Contractor* is (Name): | |
| | Address | |
| | Tel No. | |
| | Fax No. | |
| 11.2(8) | The *direct fee percentage* is | **%** |
| | The *subcontracted fee percentage* is | **%** |
| 11.2(18) | The *working areas* are the Site and | |
| 24.1 | The *Contractor's* key persons are: | |
| | 1 Name: | |
| | Job: | |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| | 2 Name: | |
| | Job | |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| | | **CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .** |
| 11.2(14) | The following matters will be included in the Risk Register | |
| **B** | **Priced contract with bill of quantities** | **Data for the Shorter Schedule of Cost Components** |

| | | | | |
|---|---|---|---|---|
| 41 in SSCC | The percentage for people overheads is: | **%** | | |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by | | | |
| | The percentage for adjustment for Equipment in the published list is | **%** (state plus or minus) | | |
| 22 in SSCC | The rates of other Equipment are: | **Equipment** | **Size or capacity** | **Rate** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are | **Category of employee** | **Hourly rate** | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 62 in SSCC | The percentage for design overheads is | **%** | | |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: | | | |

# PART C3: SCOPE OF *WORKS*

| Document reference | Title | No of page |
|---|---|---|
| | This cover page | 1 |
| C3.1 | *Employer's* Works Information | 12 |
| | **Total number of pages** | **13** |

**SECTION 1**

## 1 Description of the *Works*

### 1.1 Executive overview

The *works* that the *Contractor* shall supply, delivery and installation of air conditioners in Ermelo depot.
**Refer to the Annexure A- Specification with drawings,**

### 1.2 Scope of Work

The purpose of this document is to outline the requirements of an air conditioning system at Transnet Rail Infrastructure Manager (TRIM) Telecoms equipment rooms for temperature management at these TFR sites. TRIM Telecoms has equipment rooms at various locations nationally within TRIM servitude as well as outside this servitude. These sites house telecommunications equipment deployed for train and port operations. Due to the temperature sensitivity of this equipment, it is vital to keep the equipment rooms at acceptable temperature levels to prevent equipment failure and resulting network issues. This would thus lead to drastic downtime in resolving rail network issues (MTTR) and recurring long service delivery lead times to Transnet customers.
This standard specification forms part of and is to be read in conjunction with the following Transnet's supplementary technical specifications: Site Preparation Standard Version 3, Container Specification (document BBF1353), and Equipment Housing Specification (document BBF1025).

1.2.1 All electrical and air-conditioning equipment material offered shall be South African Bureau of Standards (SABS) approved.
1.2.2 Tenderers shall submit copies of the Bureau's reports and findings together with their tender submission.
1.2.3 Offers, which include deviations of a minor nature, not departing greatly from the specification, will be considered at the discretion of Transnet.
1.2.4 Tenderers may offer alternatives for consideration. Alternative offers are to be reflected on a separate schedule and the following are to be provided:
  1.2.4.1 A fully detailed technical description in English explaining the operation and functioning of the chiller plant equipment.
  1.2.4.2 Drawings and brochures supporting the offer.
  1.2.4.3 Details of deviations from the specifications of Transnet.
1.2.5 Equipment type test certificates as specified shall be submitted with the tender. These shall be in English or a certified translation.
1.2.6 All name plate information in the order as listed in SANS 1125 shall be reflected.

1.2.7 Descriptive pamphlets and brochures of equipment offered shall be included consisting of detailed technical specifications, general construction details and principal dimensions, together with clear illustrations of the equipment offered.

1.2.8 Noise level rating of air conditioners offered must be submitted.

1.2.9 A certificate of compliance for all work performed must be submitted.

1.2.10 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the contract.

1.2.11 No second-hand equipment of any description may be offered for supply or installation.

Failure to submit the above information may preclude a tender from consideration.

### 1.3. SERVICE CONDITIONS

**The equipment must be suitable for continuous operation under the following conditions:**

| |
|---|
| Altitude 0 to 1800 metres above sea level |
| Ambient temperatures -10 °C to +50°C (daily average of +35°C |
| Relative humidity as high as 90% |

### 1.4. TECHNICAL REQUIREMENTS

| |
|---|
| Power Requirements 220V/50Hz |
| Rated cooling Minimum 5000 Btu/h |
| Rated heating Minimum 5000 Btu/h |
| Operating life Minimum 5 years |

### 1.5. FUNCTIONAL REQUIREMENTS

This section lists the functional requirements of the following: -

1.5.1 Air –conditioning Units

1.5.2 Noise and Vibration Control

1.5.3 Civil and Electrical Works

1.5.4 Installation

1.5.5 Commissioning of Equipment

## 1.6 AIR–CONDITIONING UNITS

1.6.1 Manufacturer's installation and operating instructions shall be included in the delivery of air conditioners.

1.6.2 Room type air conditioners shall be completely self-contained units and SABS approved.

1.6.3 The air conditioners shall generally be units having a cooling or heating capacity of not less than 5000Btu, actual size will be determined by room size and equipment housed, this will be specified in an accompanying Schedule of Requirements.

1.6.4 All components shall be rated for continuous year-round operation with maximum life expectancy.

1.6.5 A minimum of two air conditioner units shall be installed per equipment housing. Both air conditioners shall be wired so that one unit runs continuously while the other is on standby. Should one air conditioner fail, the unit on standby will serve as the backup.

1.6.6 Where the air conditioner temperature can be electronically set, the temperature must be set to 18 degrees Celsius for warm seasons and 24 degrees Celsius on cooler winter season.

1.6.7 The units shall operate on 100% recirculating air (Recycle mode).

1.6.8 The air-conditioning unit must have the capability to cope with a sensible load of 3kW.

1.6.9 Where Split type units are used:

1.6.9.1 They shall consist of a direct expansion indoor fan coil unit and a separate (remote) externally located air-cooled condensing unit.

1.6.9.2 The indoor fan coil unit shall be floor-mounted, wall mounted, under ceiling mounted, ceiling cassette mounted, or above ceiling ducted type as specified.

1.6.9.3 Remote controls shall be fixed against the wall in their bracket, which shall be mounted at eye level nearby the air conditioner.

1.6.9.4 Outdoor units shall be installed on galvanised steel brackets, properly braced and fixed.

1.6.9.5 The indoor/outdoor units shall be interconnected with refrigerant piping (separately insulated suction and delivery piping for reverse cycle units), electric wiring and interlocking control cabling.

1.6.10 Alarm displays (where applicable and where equipment sites are enabled for remote monitoring) shall remain until the alarm condition is corrected. The air conditioning unit must have an interface to connect the air conditioning unit to a transmission medium (e.g. Ethernet) for remote monitoring.

1.6.11 Any fitting or item of equipment not mentioned but obviously necessary for the successful completion of the installation needs to be included to form a complete working installation.

## 1.7 NOISE AND VIBRATION CONTROL

1.7.1 The design, manufacture and installation of all the mechanical and electrical equipment shall be such as to ensure compliance with the relevant sections of SANS 10103 "The Measurement and Rating of Environmental Noise with respect to Annoyance and Speech Communications", as amended.

1.7.2 Any installation where the measured residual sound level exceeds the maximum desired residual sound level as per SANS 10103 shall be rectified to comply with SANS 10103 at the *Contractor*'s own expense.

1.7.3 Proper provisions shall be made in the foundations and mountings of all equipment capable of transmitting vibration forces to its environment, whether local or remote, (as is the case with pipes) for vibration isolation.

1.7.4 All air conditioners shall be carefully selected with due regard to vibration transmission to pipework and the surrounding structure and airborne noise transmitted to the equipment room.

1.7.5 A rubber fitting shall be placed in between the galvanised bracket and the air conditioning unit as a vibration absorber.

**1.8. CIVIL AND ELECTRICAL WORKS**

All civil and electrical work shall comply with standards set in section IV RELEVANT DOCUMENTATION of this document.

1.8.1 Openings in the walls, floors, roofs etc. for the air-conditioning equipment will be for the responsibility of the *Contractor*.

1.8.2 The *Contractor* shall ensure that all openings are made weatherproof and that the paintwork be restored to the original colour.

1.8.3 The *Contractor* will be responsible to seal off and weatherproof all openings where old equipment has been removed.

1.8.4 Cut outs will be made in the wall for wall mount air conditioners. The full cut out must be capped with an aluminium architrave and the opening must be closed securely with a blanking plate that can only be removed from the inside. The blanking plates must be waterproof and provide security. The architrave must be sealed with white exterior polyurethane sealer.

1.8.5 Electrical/control cables exposed within occupied spaces shall be concealed in a suitable duct or galvanised ducting with the duct lids fastened at every 30cm using pop rivets (not screws).

1.8.6 Electrical/control cables shall be properly secured to ceilings, walls, floors, etc.by means of saddles/poly saddles/cable clips or suitable trunking and shall be protected against any form of mechanical damage.

1.8.7 Suitable cable glands shall be used on all electrical and control cables when entering or exiting the air conditioning unit or switch boxes.

1.8.8 The *Contractor* shall, when working on distribution boards label all new circuits as well as any circuits that have been altered or added during the electrical works.

1.8.9 Where electrical control cables between the indoor and condensing units are exposed, these cables shall be concealed in galvanised duct or fastened on to galvanised cable racking.

1.8.10 The *Contractor* shall, when making terminations of any kind, do so in suitable termination boxes, junction boxes or equivalent so that during maintenance or repair work, all connections can be

accessed.

1.8.11 All circuit breakers to be of the “CBI” Brand or similar.

1.8.12 All pipes, boxes and distribution boards to be chased into the wall ensuring good workmanship and left neat thereafter.

1.8.13 All old electrical and air conditioning equipment remains the property of Transnet.

1.8.14 Where a Three-phase supply applies, Air Conditioner No. 2 shall be in the red phase and Air Conditioner No. 1 in the white phase.

1.8.15 Electrical COC for the air-conditioning units must be supplied for all buildings on completion of works.

**CONTAINER HOUSING AIR CONDITIONER OPENING**

1.8.16 Where a new container is to be installed and a window air conditioning unit is recommended for this type of shelter, cut outs must be done by the container manufacturer or container supplier once they have confirmed that a window unit type of air conditioner is to be installed.

See ANNEXURE B: 3000x3000 mm Container Housing AC CUT-OUTS for illustration.

1.8.17 Where a new container is to be installed, it is a Transnet requirement that the contractor installs the electrical and air conditioner equipment at the container manufacture’s premises. Air conditioners are to be removed prior to transporting.

1.8.18 Where window air conditioning units are advised for containers, the holes are to be covered with blanking plates after air conditioners are removed for transporting.

1.8.19 90-degree galvanised mounting brackets are to be used in sets when fitting the AC. Fit the brackets against the architrave this will create a gentle fall away from the container.

1.8.20 White exterior silicon must be used to seal the perimeter of the air conditioner and behind the mounting bracket prior to pop riveting the bracket. The pop rivet must be sealed with silicon.

1.8.21 As air conditioners will be mounted to the external surface of the container, they must be sealed with a Polyurethane sealer and not a Silica based product as paint applied to the container will not adhere to a Silica based product.

**1.9. INSTALLATION**

1.9.1 The wall allocated for the air conditioner shall be able to sustain each air conditioners weight.

1.9.2 The air conditioning units shall be installed in an “over-under” configuration 280mm apart (see ANNEXURE C for diagram).

1.9.3 Installation of air-conditioners shall be completed in a workmanlike manner and fully in accordance with the manufacturer's installation instructions and specific requirement of Transnet as laid down in the **RELEVANT DOCUMENTATION** section of this document.

1.9.4 The *Contractor* shall follow the normal rules of good refrigeration practice for pipe sizing, system cleaning, drying, charging and leak testing. All air-conditioning or refrigeration work shall comply with SABS 0147.

1.9.5 Indoor units shall be installed in a suitable position to provide proper air distribution.

1.9.6 Refrigerant pipes shall be insulated with a suitable material such as "arma flex" or similar.

1.9.7 The *Contractor* shall connect the condensate water drainpipe to drain points for condensate water and ensure that there is proper discharge of condensate water.

1.9.8 A drainage hose, clear in colour must be led from the drip tray of each air conditioner with a slow bend into one 40mm galvanised bosal pipe. This bosal pipe will have a 90-degree bend and will be fixed with a saddle at every meter and not only at both ends. At the point where the drainage hose enters the bosal pipe, silicone must be used to seal the hole. This silicone must be white exterior silicone.

1.9.9 Where refrigerant pipes between the indoor and condensing units are exposed, these pipes shall be concealed in galvanised ducting, and the duct lids must be fastened at every 30cm using pop rivets (not screws).

1.9.10 Mounting screws, where used, must not be self-tapping. Bushes and threaded inserts must be used.

1.9.11 All covers, jacks, sockets etc. must be provided with adequate seals.

1.9.12 *Contractor* must remove all existing office air-conditioning units where there are existing, non-functional units (this will be confirmed by Transnet per site) and replace with new inverter air-conditioning units specified by the tender requirement, complete in accordance to SANS10147.

1.9.13 Tenderers must note that the technical personnel of Transnet will carry out inspections to determine whether the code of practice has been adhered to.

1.9.14 Unless otherwise specified in the supplementary specifications, the fabricated mild steel sections, steel grilles, and louvres exposed to the weather shall always be galvanised.

**1.10. COMMISSIONING OF EQUIPMENT**

1.10.1 The *Contractor* shall be responsible for carrying out all functional tests after installation of air conditioning units.

1.10.2 Commissioning of equipment will only take place after all defects have been rectified to the satisfaction of the Transnet Manager.

1.10.3 On completion of commissioning the *Contractor* will hand the equipment over to the Transnet Manager or his representative together with an air conditioner COC.

Transnet will conduct acceptance tests on the equipment after commissioning is completed.
The equipment will not be accepted, nor will payment be authorised until these tests have been completed and it has been confirmed that the equipment supplied is fully in accordance with the requirements of this specification and/or the stated claims of the Tenderer as accepted by Transnet.
The successful Tenderer must agree to rectify any defects at no cost to Transnet where the equipment does not meet the tender requirements.

## 1.11 SCHEDULE OF REQUIREMENTS

Where only equipment in terms of this specification is required by Transnet, a schedule of requirements will accompany this specification. ANNEXURE A: SCHEDULE OF REQUIREMENTS TABLE reflects the table to be included in the schedule of requirements document.

## 1.12 CONSTRAINTS

1.12.1 Access to some equipment housing sites is a notable constraint. This access shall be granted by Transnet staff.

1.12 .1 It is the responsibility of the Tenderer to visit the site during the tender phase and to familiarise himself with conditions related to it. If the location of the site is not indicated in the Schedule of Requirements, it can be obtained from Transnet.

1.12.3 By submitting a tender, it is accepted that the Tenderer is fully aware of all site conditions as well as the access to the site and has incorporated this in his tender price.

## 1.13 MAINTENANCE

1.13.1 The Tenderer must give full particulars of the maintenance, spare parts and service facilities, which will be available in the Republic of South Africa. The names and addresses of the companies concerned must be furnished.

1.13.2 Maintenance Instructions will include:

1.13.2.1 Schedule of maintenance details, frequency of service and replacements.

1.13.2.2 Troubleshooting guide.

1.13.2.3 Part number of all replacement items and spares.

1.13.2.4 Serial number of main items of equipment.

## 1.14 TECHNICAL HANDBOOKS

1.14.1 The *Contractor s*hall prepare and supply comprehensive manuals for the successful operation and maintenance of the installation.

1.14.2 Technical handbooks must be clearly printed in English and provided in both hard copy and soft copy. Photostat copies will not be acceptable.

1.14.3 Each set of handbooks must include the following:

1.14.3.1 Operating instructions.

1.14.3.2 Complete maintenance instructions.

1.14.3.3 A detailed technical description of the equipment.

1.14.3,4 Complete circuit diagrams or drawings and photographs of the equipment. The photographs and drawing must clearly indicate component/module location on printed circuit boards etc.

1.14.3.5 All component numbers must be clearly shown.

1.14.3.6 Transnet reserves the right to reproduce in whole or in part, by any means whatsoever, any technical handbook or instruction manual supplied by the successful *Contractor*. Any such reproductions will be for the sole use of Transnet.

1.14.4 Programming software and service manuals to be supplied as hard copies or on a CDROM, USB storage type.

**1.15 GENERAL**

1.15.1 All Equipment shall carry a 12-month guarantee against faulty workmanship and/or material valid from the date Transnet Freight Rail accepts the equipment.

1.15.2 The Tenderer shall state the terms of the guarantee.

1.15.3 Air conditioners shall be in standard sizes and dimensions to facilitate future maintenance and upgrading of sites.

1.15.4 Underneath each air conditioner plug socket, stick the “PLEASE DO NOT SWITCH OFF THE AIR CONDITIONER” sign. This sign will be white with red writing.




**Figure 1 Plug socket sign**

**2. *Employer’s* design**

The *Contractor’s* design for the works shall be in accordance with Transnet specification and shall take every clause into consideration. The Scope of *Works* should be followed for the supply, deliver and installation of air conditioners in Ermelo depot

**2.1 Review and Acceptance of *Contractor* Documentation**

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

In undertaking the '*Works*', the *Contractor* shall conform and adhere to the requirements of the specification and scope of *works* indicated in 2. Employer's design or Scope of *Works*.

**2.2 Equipment required to be included in the *works***

A minimum of one each equipment required to execute the *work*, is as follows:

- For the supply, deliver and installation of air conditioners in Ermelo depot.

**3 Building works**

3.1. In accordance with Transnet specification.

**4. Safety risk management**

4.1 The *Contractor* must comply with the following SMP: Site Cardinal Rules, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of *Work*, Incident Management, Site Management (as a minimum)

- Hazardous and non-hazardous solid waste management
- Storm water management
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

**5. The *Contractor's* Invoices**

5.1. 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.

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

5.3 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 _____.

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

5.5 Invoices submitted by post are addressed to:
Transnet Rail Infrastructure Manager
22 Industrial Avenue
Ermelo
Mpumalanga
2350
071 899 2811
For the attention of the Contract Administrator, Andile Rashule

Invoices hand delivered are addressed to:
Transnet Rail Infrastructure Manager
22 Industrial Avenue
Ermelo
Mpumalanga
2350
083 980 0795

ThaboNkosi2@transnet.net

For the attention of the Contract Administrator,
The invoice is presented as an original. Thabo Nkosi

6. 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 deemed to be trespassing.

# PART 2: PRICING DATA

| Document reference | Title | No of pages |
|---|---|---|
| C2.1 | Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities) | 6 |
| C2.2 | The *bill of quantities* | 1 |

# C2.1 Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities)

## 1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

**Identified and defined terms** 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

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

| Abbreviation | Unit |
|---|---|
| % | percent |
| h | hour |
| ha | hectare |
| kg | kilogram |
| kl | kilolitre |
| km | kilometre |
| km-pass | kilometre-pass |
| kPa | kilopascal |
| kW | kilowatt |
| l | litre |
| m | metre |
| mm | millimetre |
| $m^2$ | square metre |
| $m^2$-pass | square metre pass |
| $m^3$ | cubic metre |
| $m^3$-km | cubic metre-kilometre |
| MN | meganewton |
| MN.m | meganewton-metre |

| | |
|---|---|
| MPa | megapascal |
| No. | number |
| Prov sum[1] | provisional sum |
| PC-sum | prime cost sum |
| R/only | Rate only |
| sum | Lump sum |
| t | ton (1000kg) |
| W/day | Work day |

## 2.2. General assumptions

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

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

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

### 2.3. Departures from the *method of measurement*

### 2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

## C2.2 The *bill of quantities*

| Item No | Work Description | Unit of measure | Qty | Rate | Price Amount |
|---|---|---|---|---|---|
| 1 | Ermelo Test Room 24 000 BTU Aircon New Installation | Each | 2 | | |
| 2 | Ermelo Test Room Removal of indoor and outdoor old aircon units | Each | 2 | | |
| 3 | Geluksplaas Test Room 24 000 BTU Aircon New Installation | Each | 2 | | |
| 4 | Geluksplaas Test Room Removal of indoor and outdoor old aircon units | Each | 2 | | |
| 5 | Ogies Test Room 24 000 BTU Aircon New Installation | Each | 2 | | |
| 6 | Ogies Test Room Removal of indoor and outdoor old aircon units | Each | 2 | | |
| | | | | **Subtotal** | |
| | | | | **Vat@15%** | |
| | | | | **Total Inclusive of Vat** | |

# PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

**Site names.**

1. **Ermelo Test room - LAT-26,559667 LONG 30,0113888889**

**Province : Mpumalanga**

2. **Geluksplaas Test Room - LAT -26,069183716 LONG 29,531761363**

**Province: Mpumalanga**

3. **Ogies test Room - LAT -26,050833 LONG 29,061388889**

**Province: Mpumalanga**

## 1. Description of the Site and its surroundings

### 1.1. General description

FOR THE SUPPLY, DELIVER AND INSTALLATION OF AIR CONDITIONERS IN ERMELO DEPOT.

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

Yes, existing Building

### 1.3. Subsoil information

Not applicable

### 1.4. Hidden services

Not applicable

### 1.5. Other reports and publicly available information

Not applicable

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**DEPARTMENT OF PUBLIC WORKS**

**NOTICE 423 OF 2019**

Construction Industry Development Board

DEVELOPMENT THROUGH PARTNERSHIP

# CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

## STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

## AUGUST 2019

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 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 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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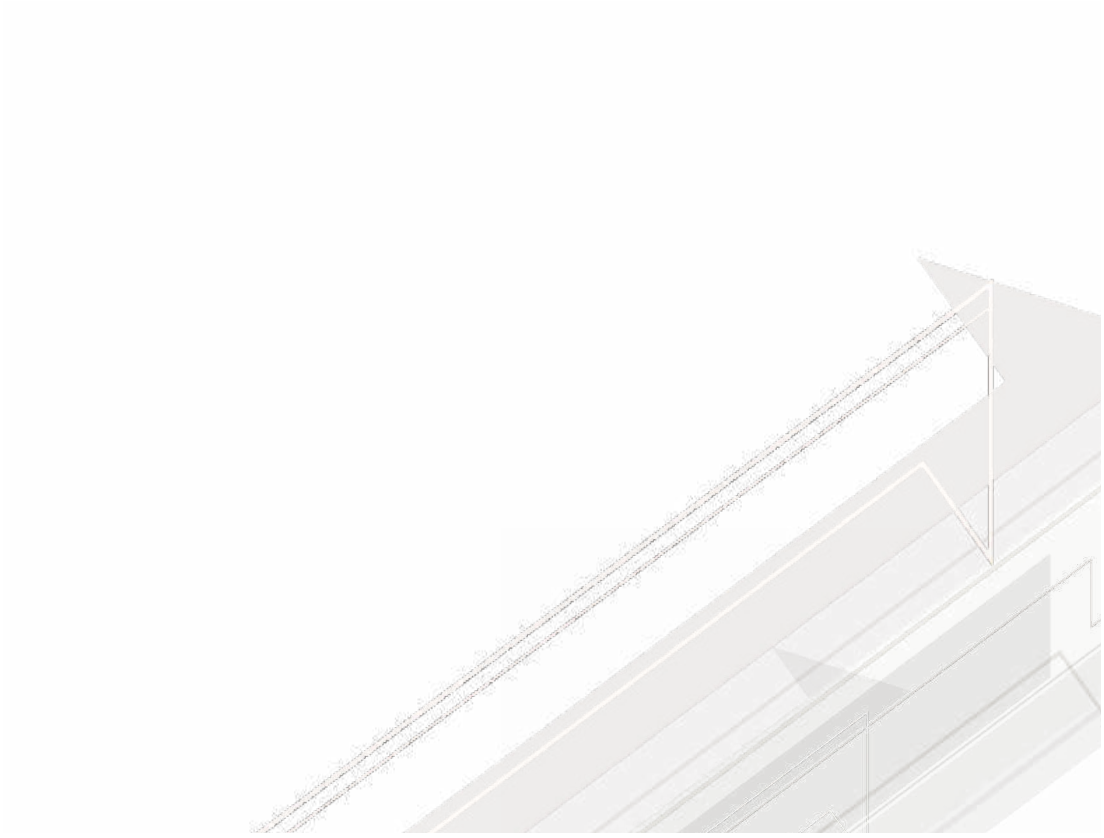


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Annex A: Standard Tender Notice and Invitation to Tender
Annex B: Form of Offer and Acceptance
Annex C: Standard Conditions of Tender
Annex D: Standard Conditions for the calling for Expressions of Interest
Annex E: Standard Notice and Invitation to submit an Expression of Interest
Annex F: Record of Addenda to Tender Documents
Annex G: Compulsory Enterprise Questionnaire





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# STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

## 1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardisation and uniformity in construction contracts documentation, practices and procedures.

## 2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

**2.1** Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).

**2.2** Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).

**2.3** Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).

**2.4** Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).

**2.5** General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.

**2.6** JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.

**2.7** JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.

**2.8** NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineers.

**2.9** NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.

**2.10** Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).

**2.11** Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).

**2.12** South African Bureau of Standards, SANS 10845-1, Construction procurement – Part 1: Processes, methods and procedures.

**2.13** South African Bureau of Standards, SANS 10845-2, Construction procurement – Part 2: Formatting and compilation of procurement documentation.



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**2.14** South African Bureau of Standards, SANS 10845-3, Construction procurement – Part 3: Standard conditions of tender.

**2.15** South African Bureau of Standards, SANS 10845-4, Construction procurement – Part 4: Standard conditions for the calling for expressions of interest.

## 3. Definitions

For purposes of this standard, the following definitions apply:

**3.1** **black people** means Africans, Coloureds and Indians -

(a) who are citizens of the Republic of South Africa by birth or descent; or

(b) who became citizens of the Republic of South Africa by naturalisation -

(i) before 27 April 1994; or

(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

**3.2** **capability** means the abilities necessary to perform at the required level;

**3.3** **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;

**3.4** **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfill his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;

**3.5** **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;

**3.6** **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data;

**3.7** **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;

**3.8** **develop and construct** means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;

**3.9** **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;

**3.10** **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;

**3.11** **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;

**3.12** **financial offer** means the cost of the procurement in monetary terms;



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**3.13** **form of offer and acceptance** means the documents that formalize the legal process of offer and acceptance;

**3.14** **functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;

**3.15** **invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;

**3.16** **list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;

**3.17** **management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;

**3.18** **notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;

**3.19** **potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;

**3.20** **preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;

**3.21** **pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;

**3.22** **quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;

**3.23** **scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;

**3.24** **services contract** means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;

**3.25** **site information** means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;

**3.26** **submission data** means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;

**3.27** **term contract** means a contract that enables the employer to order work during a prescribed period at agreed rate;

**3.28** **tender data** means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers;

**3.29** **tenderer** means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;



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**3.30** **tender notice** means a formal communication to tenderers to submit competitive tenders;

**3.31** **tender offer** means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;

**3.32** **threshold** means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

## 4 Requirements

### 4.1 General

Procurement of construction works shall be undertaken in accordance with:

a) the provisions of legislation regulating procurement;
b) the cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

### 4.2. Solicitation of tender offers

#### 4.2.1 General

4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.

4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.

4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interests of the employer.

4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.

4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

#### 4.2.2 Activities associated with the solicitation of tender offers

4.2.2.1 Preparation of procurement documents

a) Procurement documents for engineering and construction works contract shall in general:

i) require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
ii) set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
iii) define the risks, liabilities and contractual obligations of the parties to the contract;
iv) define the nature and quality of construction works to be provided in the performance of the contract.



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**Table 1: Standard Procurement Procedures and Tender Evaluation Methods**

| Procedure | | | Description |
|---|---|---|---|
| PP1 | Negotiation procedure | | A tender offer is solicited from a single tenderer. |
| PP2 | Competitive selection procedure | | Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points. |
| | PP2A | Nominated procedure | Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer. |
| | PP2B | Open procedure | Tenderers must submit tender offers in response to an advertisement by the employer to do so. |
| | PP2C | Qualified procedure | A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. |
| | PP2D | Quotation procedure | Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective. |
| | PP2E | Proposal procedure using the two-envelope system | Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable. |
| | PP2F | Proposal procedure using the two-stage system | Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points. |
| | PP2G | Shopping procedure | Written or verbal offers are solicited in respect of readily available goods obtained from three sources. The goods are purchased from the source providing the lowest price once it is confirmed in writing. |
| PP3 | Competitive negotiation procedure | | A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers. |
| | PP3A | Restricted competitive negotiations | A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations. |
| | PP3B | Open competitive negotiations | Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations. |

**Table 2: Standard methods for procuring different categories of engineering and construction works contracts**

| Category of contract | Type of contracting strategies | Definitions | Standard Procurement Procedure |
|---|---|---|---|
| Engineering and construction works | Design by employer | Contract under which a contractor undertakes only construction based on full designs issued by the employer | PP2B Open Procedure |
| | Design and build | Contract in which a contractor designs a project based on a brief provided by the employer and constructs it | PP2E Proposal Procedure using two-stage system<br>PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements<br>PP3A Restricted Competitive Negotiation Procedure |
| | Develop and construct | Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs | |

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| Category of contract | Type of contracting strategies | Definitions | Standard Procurement Procedure |
|---|---|---|---|
| | Management contractor / Construction Management | Contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract | PP3B Open Competitive Negotiation Procedure |

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

### 4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give some tenderers an advantage over others;
b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
c) may not reveal to the other participants solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
d) may request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:

   i) involve changes to the basic features of the tender process or the tender data; or
   ii) alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and

e) shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.

4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

## 4.3 Evaluation of Tenders on Functionality

Generally, tender submissions are evaluated in terms of "Financial offer and preference". In the event of "functionality" being introduced as part of an evaluation criteria, such a requirement must be stated in the tender documents.



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### 4.3.1 Process for Evaluation of Tenders on Functionality

4.3.1.1 The evaluation criteria for measuring functionality must be objective.

4.3.1.2 The tender documents must specify-

a) the evaluation criteria for measuring functionality;
b) the points for each criteria and, if any, each sub-criterion; and
c) the minimum qualifying score for functionality.

4.3.1.3 The minimum qualifying score for functionality for a tender to be considered further-

a) must be determined separately for each tender; and
b) may not be so-
   i. low that it may jeopardize the quality of the required engineering and construction works; or
   ii. high that it is unreasonably restrictive.

4.3.1.4 Points scored for functionality must be rounded off to the nearest two decimal places.

4.3.1.5 A tender that fails to obtain the minimum qualifying score for functionality, as indicated in the tender documents is not an acceptable tender.

4.3.1.6 Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11 of the Preferential Procurement Regulations, 2017 (as amended).

### 4.3.2 Functionality in different Contracting Strategies

To apply the different contracting strategies, works shall be classified as follows:

- **Simple/straightforward/routine work -** where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.
- **Complex work -** characterised by requirements for higher levels of skills, greater resources or not well defined inputs and outputs.
- **Specialist work -** requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.

*Note: The value of the project or quantities shall not be used to determine whether the project is of a complex or specialist nature.*

4.3.2.1 **Design by an employer**

a) If the construction works contract is deemed to be simple or straightforward or routine. No functionality criteria shall be specified in the tender data.
b) If the construction works contract is deemed to be of a complex or specialist works, the employer may, in the tender data, specify functionality criteria and such criteria shall include:

   i. Relevant applicable trades or skills in accordance with the scope of works; or
   ii. Suitably qualified professional person in the built environment; or
   iii. Any other legislated requirements as per the scope of works.



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*Note: The following contracting strategies are deemed to be deployed in circumstances where construction works contracts are of a complex or specialist works.*

4.3.2.2 **Develop and Construct**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

4.3.2.3 **Design and Build/Construct**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

4.3.2.4 **Management Contract**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

**4.3.3** Where functionality is evaluated, at least three persons who are fully conversant with the technical aspects of the scope of works shall undertake such evaluation.

## 4.4 Procurement documents

### 4.4.1 General

4.4.1.1 Construction procurement documents for engineering and construction works shall be formatted and compiled in accordance with the approach adopted under the headings contained in:

a) Table 3: Calling for expressions of interest; or
b) Table 4: Tenders are invited using a three-volume; or
c) Table 5 Tenders are invited using a single volume;
d) Table 6: Standard headings and sequencing of documents in the contract.

**Table 3: Documents that relate to a call for expressions of interest**

| Contents | | Function and broad outline of contents |
|---|---|---|
| Number | Heading | |
| **Part E1: Submission procedures** | | |
| E1.1 | Notice and invitation to submit an expression of interest | Alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria. |
| E1.2 | Submission data | Establishes the rules from the time a call for an expression of interest is advertised to the time a submission is evaluated. |



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| | | |
|---|---|---|
| **Part E2: Returnable documents** | | |
| E2.1 | List of returnable documents | Ensures that everything the employer requires a respondent to include in his submission is included in, or returned with, such a submission. |
| E2.2 | Submission schedules | Contains documents that the respondent is required to complete for the purpose of evaluating submissions. |
| **Part E3: Indicative scope of work (where appropriate)** | | |
| E3 | Indicative scope of work | Indicates to respondents what the contract is likely to entail so that they can make an informed decision as to whether or not they wish to respond and, if so, structure their submission around the likely demands of the project. |

**Table 4: Standard headings and sequencing of documents when soliciting tenders where a three-volume approach is adopted**

| Volume | Contents | | Broad outline of contents |
|---|---|---|---|
| | Number | Heading | |
| **Volume 1** | **TENDERING PROCEDURES** | | |
| | T1.1 | Tender Notice and Invitation to Tender | Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission. |
| | T1.2 | Tender Data | Establishes the rules from the time a tender is invited to the time a tender is awarded. |
| **Volume 2** | **RETURNABLE DOCUMENTS** | | |
| | T2.1 | List of Returnable Documents | Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission. |
| | C1.1 | Form of Offer and Acceptance | Formalizes the legal process of offer and acceptance. |
| | C1.2 | Contract Data (Part 2: Data provided by the contractor) | Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. |
| | C2.2 | Activity Schedule or Bills of Quantities | Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract. |
| | T2.2 | Returnable Schedules | Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract. |
| **Volume 3** | **CONTRACT** | | |
| | **Part C1: Agreement and Contract Data** | | |
| | C1.2 | Contract Data (Part 1: Data provided by the employer) | Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. |
| | **Part C2: Pricing data** | | |
| | C2.1 | Pricing Assumptions | Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts. |
| | **Part C3: Scope of Work** | | |
| | C3 | Scope of Work | Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed. |
| | **Part C4: Site information** (engineering and construction works contracts only) | | |
| | C4 | Site Information | Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon the method of working and programming, and risks. |

4.4.1.2 The contract arising from the solicitation of tender offers using a three-volume approach or the Negotiated Procedure shall be formatted and compiled under the headings contained in Table 6.

4.4.1.3 The Tender Notice and Invitation to Tender shall, as a minimum, contain the wording provided in Annex A.



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**Table 5: Standard headings and sequencing of documents when soliciting tenders where a single volume approach is adopted**

| Contents | | Function and broad outline of contents |
|---|---|---|
| **Number** | **Heading** | |
| **TENDER** | | |
| **Part T1: Tendering procedures** | | |
| T1.1 | Tender Notice and Invitation to Tender | Alerts tenderers to the nature of the engineering and construction works required by the employer and must contain sufficient information to enable them to respond appropriately. |
| T1.2 | Tender Data | Establishes the rules from the time a tender is invited to the time a tender is awarded. |
| **Part T2: Returnable documents** | | |
| T2.1 | List of Returnable Documents | Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission. |
| T2.2 | Returnable Schedules | Contains documents that the tenderer is required to complete for the purposes of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract. |
| **CONTRACT** | | |
| **Part C1: Agreement and Contract Data** | | |
| C1.1 | Form of Offer and Acceptance | Formalizes the legal process of offer and acceptance. |
| C1.2 | Contract Data | Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. |
| **Part C2: Pricing data** | | |
| C2.1 | Pricing Assumptions | Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts. |
| C2.2 | Pricing schedules / Activity Schedule or Bills of Quantities | Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract. |
| **Part C3: Scope of Work** | | |
| C3 | Scope of Work | Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner where the works shall be performed. |
| **Part C4: Site information** (engineering and construction works contracts only) | | |
| C4 | Site Information | Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming, and risks. |

**Table 6: Standard headings and sequencing of documents in the contract**

| Contents | | Broad outline of contents |
|---|---|---|
| **Number** | **Heading** | |
| **Part C1: Agreements and contract data** | | |
| C1.1 | Form of Offer and Acceptance | Formalizes the legal process of offer and acceptance. |
| C1.2 | Contract Data | Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. |
| **Part C2: Pricing data** | | |
| C2.1 | Pricing Assumptions | Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts. |
| C2.2 | Activity Schedule or Bills of Quantities | Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract. |
| **Part C3: Scope of Work** | | |
| C3 | Scope of Work | Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed. |
| **Part C4: Site information (engineering and construction works contracts only)** | | |
| C4 | Site Information | Describes the site at the time of tender to enable the tenderer to price the tender and to decide upon the method of working and programming, and risks. |



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4.4.1.4 The Form of Offer and Acceptance with a schedule of deviations provided in Annex B shall be used with minimal contract specific amendments to form the basis of agreements arising from the solicitation of tender offers.

4.4.1.5 The Notice and Invitation to submit an Expression of Interest shall, as a minimum, contain the wording provided in Annex D.

4.4.1.6 The Record of Addenda to Tender Documents and the Compulsory Enterprise Questionnaire contained in Annexes F and G, respectively, shall form part of the Returnable Documents in all procurement documents issued by employer.

**4.4.2 Tender Data**

4.4.2.1 The Tender Data shall reference the Standard Conditions of Tender contained in Annex C.

4.4.2.2 The tender offer validity period provided for in the tender data shall not exceed twelve (12) weeks. Any extension beyond twelve (12) weeks must be approved by the Accounting Officer.

4.4.2.3 The Tender Data associated with a Standard Tender Evaluation Method shall reference the method to be used by the employer.

**4.4.3 Contract data**

4.4.3.1 The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

a) Engineering and Construction Works Contract -
   i) General Conditions of Contract for Construction Works (GCC);
   ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
   iii) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
   iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.

4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.

4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12, 5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree; include one or more of the following:

a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or a bank duly registered in terms of the Banks Act No 94 of 1990; or
b) A cash deposit paid in the name of employer; or
c) A payment reduction against payment certificates; or
d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.



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### 4.4.4 Submission Data

4.4.4.1 The Submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

### 4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Procurement Regulations, 2017 (as amended).

### 4.4.6 Scope of work

4.4.6.1 The scope of work shall, wherever possible be:

a) described in terms of performance rather than the design or descriptive characteristics, and
b) based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

## 4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

4.5.2 The following wording must be included in the Notice and Invitation to Tender in all engineering and construction works contracts:

*It is estimated that tenderers must have a cidb contractor grading designation of …. or …... or higher...*

*Note: Delete "or …." where only one class of construction works is applicable.*

4.5.3 The following wording must be included in the Tender Data, where the class of work is designated in terms clause 4.5.1:

| **Clause number (refer to Annex C)** | |
|---|---|
| C.2.1 | Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ….. Or …….*. class of construction work, are eligible to have their tenders evaluated.<br><br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the cidb;<br>2. the lead partner has a contractor grading designation in the ….. or …….* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.<br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a or ….* class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |

** insert class of construction work. Delete "or …." where only one class of construction works is applicable.*



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4.5.4 The following wording must be included in the Notice and Invitation to submit an Expression of Interest in respect of engineering and construction works, where the contractor grading designation is based on the estimated value of a tender that may arise:

*Respondents must have a contractor grading designation of … or ……or higher.*

*Note: Delete "or …." where only one class of construction works is applicable.*

4.5.5 The following wording must be included in the Submission Data:

| **Clause number (refer to Annex E)** | |
|---|---|
| E.2.1 | Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of . . . . or . . . . * or higher, are eligible to have their submissions evaluated. |

**insert contractor grading designation for one or two classes of construction works. Delete "or …." where only one class of construction works is applicable.*

4.5.6 The following wording must be included in the Submission Data:

| **Clause number (refer to Annex E)** | |
|---|---|
| E.2.1 | Joint ventures are eligible to have their submissions evaluated provided that:<br>1. every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders;<br>2. the lead partner has a contractor grading designation in the ….. or …….* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.<br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation. |

** insert class of construction work. Delete "or …." where only one class of construction works is applicable.*

4.5.7 Where an employer promotes potentially emerging enterprises within a framework of a targeted development programme as contemplated in terms of the Construction Industry Development Regulations:

a) the wording provided in the Notice and Invitation to Tender in terms of 4.5.2 shall be amended as follows:

*It is estimated that tenderers must have a cidb contractor grading designation of …… or …….* or higher. ….. or …….** potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.*

** insert estimated contractor grading designation in one or two construction classes, as relevant.*
*** insert one contractor grading designation below estimated contractor grading designation*

*Note: Delete "or …." where only one class of construction works is applicable.*

b) the wording in the Tender Data provided in terms of 4.5.3 shall be amended as follows:

| **Clause number (refer to Annex C)** | |
|---|---|
| C.2.1 | The following tenderers who are registered with the cidb, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:<br>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ….. or …….*. class of construction work; and<br>b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:.....** |

** insert class of construction work. Delete "or …." where only one class of construction works is applicable.*
***state criteria relevant to employer's targeted development programme*



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c) the wording provided in terms of 4.5.4 shall be amended as follows:

*Respondents must have a contractor grading designation of … or ….. or higher. ….. or …… potentially emerging enterprises who satisfy criteria stated in the Submission Data may submit expressions of interest.*

Note: Delete "or …." where only one class of construction works is applicable.

d) the wording in the Submission Data provided in terms of 4.5.5 shall be amended as follows:

| **Clause number (refer to Annex D.)** | |
|---|---|
| D.2.1 | The following respondents who are registered with the cidb or are capable of being so registered within twenty-one (21) working days from the closing date for the submission of tenders are eligible to have their submissions evaluated:<br><br>a) those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of ….. or ……*or higher; and<br>b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:<br>……..** |

** insert contractor grading designation for one or two classes of construction works. Delete "or …." where only one class of construction works is applicable.*
***state criteria relevant to employer's targeted development programme.*

e) details appropriate to any support provided must be stated in the Contract Data, the Pricing Data and the Scope of Work, as relevant.

4.5.8 Employers, wherever appropriate, in support of industry development, shall in the application of the register of contractors, promote the participation and development of registered contractors by means of one or more of the following:

a) unbundling projects into smaller contracts;
b) implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions regulations 25(8) of the Construction Industry Development Regulations;
c) requiring a prime contractor to subcontract defined portions of the works to such contractors in accordance with the provisions of 4.4.5.



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## Annex A

## Standard Tender Notice and Invitation to Tender

| | ***Guidance Notes*** |
|---|---|
| ..... invites tenders for . . . . . | *Enter the name of the employer and describe briefly what is to be procured, and if appropriate, over what time period.* |
| It is estimated that tenderers must have a cidb contractor grading of . . . or . . . . or higher. | *Omit where:*<br>*i) the contract involves goods or services; or*<br>*ii) the employer promotes potentially emerging enterprises in engineering and construction works.*<br>*Insert best estimate of required contractor grading designation.* |
| It is estimated that tenderers must have a cidb contractor grading of . . . or . . . . or higher. ..... or ..... potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers. | *Omit where:*<br>*i) the contract involves goods or services; or*<br>*ii) the employer does not promote potentially emerging enterprises in engineering and construction works.*<br>*Insert best estimate of required contractor grading designation and one contractor grading designation lower before "potentially emerging".* |
| Preferences are offered to tenderers who ..... | *Briefly indicate the nature of the preferences that are applicable, if so desired.* |
| Only tenderers who ..... are eligible to submit tenders. | *Where applicable, state essence of eligibility criteria.* |
| The physical address for collection of tender documents is:<br>.....<br>Documents may be collected during working hours after 09:00 on ..... | *Enter data* |
| A non-refundable tender deposit of R.....payable in cash or by bank guaranteed cheque made out in favour of the Employer is required on collection of the tender documents. | *Omit if not a requirement. Amend wording if cheques or cash are not acceptable.* |
| Queries relating to the issue of these documents may be addressed to Mr/Ms . . . . ., Tel No. . . . . , Fax No. . . . . E- Mail . . . . . | *Enter data* |
| A compulsory clarification meeting with representatives of the Employer will take place at . . . . . on . . . . .. starting at . . . . hrs. | *Omit if not a requirement* |
| The closing time for receipt of tenders is . . . . . hrs on . . . . . .<br>Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. | *Enter data and delete that which does not apply* |
| Tenders must only be submitted on the tender documentation that is issued. | |
| Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. | |



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## Annex B

## Form of Offer and Acceptance

***Note:*** *1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.*
*2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.*

### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: …….

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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 INCLUSIVE OF VALUE ADDED TAX IS** ……..Rand (in words);

R……. (in figures) (or other suitable wording)

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

| | | | | |
|---|---|---|---|---|
| Signature(s) | | | | |
| Name(s) | | | | |
| Capacity | | | | |
| for the tenderer | | | | |
| | (Name and address of tenderer) | | | |
| Name and signature of witness | | | Date | |

### 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 agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.



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Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 after 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.[1]

| | | | | |
|---|---|---|---|---|
| Signature(s) | | | | |
| Name(s) | | | | |
| Capacity | | | | |
| for the Employer | | | | |
| | (Name and address of employer) | | | |
| Name and signature of witness | | | Date | |

[1] *As an alternative, the following wording may be used:*
*Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.*



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## Schedule of Deviations

***Notes:***

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change~~s~~ 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



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# Annex C

## Standard Conditions of Tender

### C.1 General

### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



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

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

**C.1.4 Communication and employer's agent**

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

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.



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C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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



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### C.2.4 Confidentiality and copyright of documents

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

### C.2.5 Reference documents

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

### C.2.6 Acknowledge addenda

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

### C.2.7 Clarification meeting

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

### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### C.2.9 Insurance

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

### C.2.10 Pricing the tender offer

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

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

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

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

### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.



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**C.2.12 Alternative tender offers**

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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



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**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

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

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

**C.2.20 Submit securities, bonds and policies**

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



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**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

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

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

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where



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applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

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

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

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

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.



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### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:** | |
|---|---|
| **Requirement** | **Qualitative interpretation of goal** |
| Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Equitable | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. |
| Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. |



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| | |
|---|---|
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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



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

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

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

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

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

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

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

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





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## Annex D

## Standard Conditions for the calling for Expressions of Interest

### D.1 General

### D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

### D.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

### D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.

ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.

iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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



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

**D.1.4 Communication and employer's agent**

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

**D.2 Respondent's obligations**

**D.2.1 Eligibility**

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

**D.2.2 Cost of submissions**

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

**D.2.3 Check documents**

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

**D.2.4 Acknowledge addenda**

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

**D.2.5 Clarification meeting**

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

**D.2.6 Seek clarification**

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

**D.2.7 Making a submission**

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.



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D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

**D.2.8 Information and data to be completed in all respects**

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

**D.2.9 Closing time**

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

**D.2.10 Clarification of submission**

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

**D.3 Employer's undertakings**

**D.3.1** Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

**D.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

**D.3.3 Late submissions**

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

**D.3.4 Opening of submissions**

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

**D.3.5 Non-disclosure**

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.



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**D.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

**D.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each submission received:

a) meets the requirements of these conditions for the calling for expressions of interest;
b) has all the substantive provisions properly and fully completed and signed, and
c) is responsive to the other requirements of the call for expressions of interest.

**D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

**D.3.9 Evaluation of responsive submissions**

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

**D.3.10 Provide written reasons for actions taken**

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



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## Annex E

## Standard Notice and Invitation to submit an Expression of Interest

| | ***Guidance*** |
|---|---|
| Expressions of interest are invited for the provision of ……. | *Describe briefly what is to be procured, and if appropriate, over what time period.* |
| The Employer is …….. | |
| …… | *Describe objective selection criteria and provide any other pertinent information.* |
| The physical address for collection of documentation is:<br>……..<br>Documents may be collected during working hours after ……. on …….. | |
| Queries relating to the issues of these documents may be addressed to Mr/Ms . . . . ., Tel No. . . . . , Fax No. . . . . E-mail . . . . . | |



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## Annex F

## Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

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



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## Annex G

## Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

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

**Section 3: cidb registration number, if any:**

**Section 4: CSD number:**

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

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| | | |
| | | |
| | | |

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

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

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

| | | | |
|---|---|---|---|
| Signed | | Date | |
| Name | | Position | |
| *Enterprise name* | | | |



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# Annex C

## Standard Conditions of Tender

Construction Industry Development Board

DEVELOPMENT THROUGH PARTNERSHIP

## C.1 General

### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:* 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

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

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

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

### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

### C.1.6 Procurement procedures

#### C.1.6.1 General

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

#### C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### C.1.6.3 Proposal procedure using the two stage-system

#### C.1.6.3.1 Option 1

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

#### C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## C.2 Tenderer's obligations

### C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### C.2.3 Check documents

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

### C.2.4 Confidentiality and copyright of documents

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

### C.2.5 Reference documents

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

### C.2.6 Acknowledge addenda

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

### C.2.7 Clarification meeting

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

### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### C.2.9 Insurance

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

### C.2.10 Pricing the tender offer

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

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

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

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

### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

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

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

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

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

### C.2.23 Certificates

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

## C.3 The employer's undertakings

### C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

### C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### C.3.3 Return late tender offers

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

### C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### C.3.6 Non-disclosure

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

### C.3.7 Grounds for rejection and disqualification

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

### C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:** | |
|---|---|
| **Requirement** | **Qualitative interpretation of goal** |
| Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Equitable | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. |
| Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. |
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### C.3.12 Insurance provided by the employer

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

### C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

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

### C.3.15 Complete adjudicator's contract

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

### C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### C.3.17 Provide copies of the contracts

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

### C.3.18 Provide written reasons for actions taken

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