

T2.1 List of Returnable Documents

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

T2.2-1 **Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

2.1.2 Returnable Schedules:

General:

- T2.2-2 Authority to submit tender
- T2.2-3 Tax Clearance Certificate
- T2.2-4 Letter of Good Standing
- T2.2-5 Schedule of proposed Subcontractors
- T2.2-6 Record of addenda to tender documents
- T2.2-7 RFP Clarification Request Form

Agreement and Commitment by Tenderer:

- T2.2- 9 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-10 Non-Disclosure Agreement
- T2.2-11 RFP Declaration Form
- T2.2-12 RFP – Breach of Law
- T2.2-13 Certificate of Acquaintance with Tender Document
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 Supplier Code of Conduct
- T2.2-16 Two (2) years audited financial statements
- T2.2-17 Specific Goals

2.1.3 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-18 **Evaluation Schedule:** Programme
- T2.2-19 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-20 **Evaluation Schedule:** Quality Management
- T2.2-21 **Evaluation Schedule:** Health and Safety Management
- T2.2-22 **Evaluation Schedule:** Previous experience
- T2.2-23 **Evaluation Schedule:** Method Statement

2.1.4 Insurance:

- T2.2-24 Insurance provided by the Contractor



TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions; C2.2 Price List (Bill of Quantities)

2.6 C3. Service information/Specification

2.7 C4. Site Information

T2.2-1: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- 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 **7 CE or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 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 **7CE 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
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-2: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in
connection with the tender offer for Contract _____ and any
contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-3: An original valid Tax Clearance Certificate issued by the South African Revenue Services

Attach an original valid Tax Clearance Certificate issued by the South African Revenue Services or provide electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system (TCS) system.

Note:

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondent's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

For this purpose, the attached herewith SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS: RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

SECTION 1: SBD1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2023/06/0005/33418/RFP-CIDB	ISSUE DATE:	09 October 2023	CLOSING DATE:	10 November 2023	CLOSING TIME:	14:00 PM
DESCRIPTION	PROVISION OF SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL FOR TRANSNET SOC LTD REG.NO.1990/000900/30) OPERATING AS TRANSNET PROPERTY HEREINAFTER REFERRED TO AS "TP" SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Sinethemba Madikizela			CONTACT PERSON	Sinethemba Madikizela		
TELEPHONE NUMBER	021 449 3424			TELEPHONE NUMBER	021 449 3424		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	sine.madikizela@transnet.net			E-MAIL ADDRESS	sine.madikizela@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS: RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS: RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

T2.2-4 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

T2.2-5: Schedule of Proposed Subcontractors

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

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

	Name and address of proposed Subcontractor/ Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 15% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6						

Signed

Date

Name

Position

Tenderer

T2.2-6: 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		

RFP deadline for questions / RFP Clarifications: **Before 12h00 pm on 03 November 2023.**

FROM:

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

T2.2-9 : 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 SBD4 must be completed for each tender and be attached as a tender requirement.

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



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 _____	_____
_____	_____
Enterprise name _____	_____

SBD 6.1**PREFERENCE 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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 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, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 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 Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
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- 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 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

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

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- ☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

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-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

- partem (hear the other side) rule has been applied; and
(f) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE:
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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 interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

² 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.

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

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 consortium³ 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 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.

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

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.

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

T2.2-10 NON-DISCLOSURE AGREEMENT

[..... 2023]

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 2023 by and between:

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

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

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-11: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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 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 T2.2-14 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

-
- 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 Bidders.

T2.2-12: 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

T2.2-13 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 RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

T2.2-15: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

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

Signed this on day _____ at

Signature

T2.2-16: two (2) years audited financial statements

Attached to this schedule is the last two (2) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

17. T2.2-17 : 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION LEVEL 1 or 2	10
EME or QSE 51% BLACK OWNED	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.6 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) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"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.
- (m) **"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.

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or 2	10
EME or QSE 51% Black Owned	10
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 1 or 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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 Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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 Transnet or 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 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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 following enterprises:

Designated Group: An EME or QSE which is at least 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]

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-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of

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

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

T2.2-18: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

- **Ability to provide the services:**

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

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date, access dates, Key Dates and Completion Date*
- planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

The *Tenderer indicates* for each operation, a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

The Tenderer must demonstrate the facility meets the minimum requirement.	Points	<i>The tenderer shall demonstrate the following:</i>					
		No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
		(0)	(20)	(40)	(60)	(80)	(100)
Starting date and completion date are stated, and the schedule does not exceed 12 months.	1	No Response or Starting date and completion date not shown	Starting date and completion date exceeds 15 months (Column not Showing)	Starting date and completion date between 14 and 15 months	Starting date and completion date between 13 and 14 months	Starting date and completion date between 12 and 13 months	Starting date and completion is less than 12 months
Detailed Level 4 Programme with supportive Information on how durations were estimated. Major milestones are all shown and all project requirements, timing and deliverables will be met.	3	No response	Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project (Column not Showing)	Does not meet requirements of the stipulated criteria with no supportive information on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities (Show the Column)	The requirements partially meet the stipulated criteria with sparse supportive information/details how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met (Show the Column)	Meets expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail (Show the Column)	Exceeds expectations, showing importance issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 4 detail (Show the Column)

All activities as per level 4 detail to be logically tied using critical path method (CPM).	2	No response or schedule does not link activities using CPM or submission is not level 4 (i.e., Level 1, level 2 or level 3)	The schedule is partially complete and detailed (level 3) with major activities properly linked using CPM (No Critical Path Column) with some open ends in between (Column not Showing)	The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM (No Critical Path Column) with no open ends in between (Show the Column)	The schedule is complete and detailed (level 4) with major activities properly linked using CPM (No Critical Path Column) and no open ends in between (Show the Column)	The schedule is complete and detailed (level 4) with all activities properly linked using CPM (No Critical Path Column) and no open ends in between (Show the Column)	The schedule is complete and detailed (level 4) with all activities properly linked using CPM (Show the Critical Path Column) and no open ends in between (Show the Column)
All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as nonworking periods.	2	No response	Activities are broken down into Months (Column not Showing) and weekends and public holidays are marked as non-working days from start to finish date	Activities are broken down into Weeks, Months and weekends (Show the Column) and public holidays are marked as non-working days from start to finish date	Major activities are broken down into days, Weeks & Months (Show the Column) and weekends, public holidays and builders break are marked as non-working days from start to finish date	All activities are broken down into days, Weeks (Show the Column) and weekends, public holidays and builders break are marked as non-working days from start to finish date (Show the Column)	All activities are broken down into days (Show the Column) and weekends, public holidays and builders' breaks are marked as non-working days from start to finish date and Time Risk Allowances (Show the Column)
Programme submission Format in either MS project or Primavera and basis of schedule	2	No response	Programme submitted not in MS Project nor Primavera No basis of schedule	Programme submitted in either MS project or Primavera No basis of schedule (Column not Showing)	Programme submitted in either MS project or Primavera including either Float or resource loading (Show the Column) No basis of schedule	Programme submitted in either MS project or Primavera including both Float and resource loading (Show the Column) no basis of schedule	Programme submitted in either MS project or Primavera including both Float or resource loading and basis of schedule to substantiate the linking of activities (Show Column)

T2.2-19: Evaluation Schedule – Project Organogram, Management & CV's of Key Personnel

Please describe the management arrangements for the works. The tenderer is to take note that evaluation of this schedule will be referred to T2.2-19 Management & CV's of Key Personnel, therefore, information submitted in both schedules should match.

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. General experience (total duration of construction activity) and positions held of each discipline specific team member.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
 - iii. The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.
2. Comprehensive CV's should be attached to this schedule:

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

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

3. CV's for personnel for all identified posts should include as a minimum but not limited to:

a. Site Management:

- i. Project Manager X 1,

Project Manager should at least have Civil/QS/Construction qualification and experience in Civil Works, Design Work, stormwater system, Pavement Rehabilitation,

Security Facilities, Electrical Works, Potable water line, construction works and project management knowledge, the incumbent should demonstrate that he/she has developed the necessary competencies and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract is necessary.

ii. Construction Supervisor X 1,

Project Planner should have experience working in construction works as planner and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract.

iii. Registered Professional Civil Engineer

Registered Professional Civil Engineer registered with Engineering Council of South Africa (ECSA) with extensive years of experience in stormwater, pavement rehabilitation, Civil works, Electrical Works and building construction works.

iv. Health & Safety Officer X 1,

Health and Safety Officer should be registered as a Health and Safety Officer with SACPCMP with a minimum of three (3) years' experience on civil construction projects and have a SAMTRAC or an equivalent training qualification.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager		
2	Construction Supervisor		
3	Civil Engineer		
4	Health and Safety Officer		

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

Score 0	Failed to provide information - no response.
Score 20	Key staff has limited recommended levels of relevant experience and qualifications or equivalent specialised training. Key staff has less than 1 up to 2 year experience. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member.

Score 40	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 3 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.
Score 60	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 3 up to 4 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member.
Score 80	Key staff have acceptable levels of relevant experience and qualifications. Keys staff has more than 4 years but up to 5 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member.
Score 100	All Key staff have acceptable levels of relevant experience and qualifications with more than 5 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member.

Index of documentation attached to this schedule:

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Signed

Date

Name

Position

Tenderer

T2.2-20: Quality Management

Reference Standard; QAL-STD-0001 General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Transnet Quality Management Standard QAL-STD-0001 General Quality Requirements for Contractors and Supplier, and ISO 9001:2015 QMS requirements as stated above and should include but not be limited to:

1. Project Quality Plan for the contract SHALL cover project scope and be aligned to ISO 9001:2015 QMS requirements.
2. Valid ISO 9001:2015 certification. If it is a joint venture, any ISO 9001:2015 certificate of those in partnership will be accepted.
3. Project specific Quality Data Book Index
4. CV's, qualifications with at least 3years experience of a Quality personnel who will be on site as shown on the organogram (relevant quality qualification and ISO 9001:2015 training certificates must also be attached). NB: ISO 9001:2015 training certificate (Either implementation or auditing).
5. Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, **standards, specification, and drawings** as required by the project scope.

Score	Project specific Quality Plan for the contract	Valid ISO 9001:2015 certificate	Project specific Quality Data Book Index	CVs, qualifications with experience of a Quality personnel on site	Project specific Quality Control Plan
(0)	No PQP submitted	No ISO 9001:2015 Certificate	No Quality Data book index submitted	No CVs submitted	No QCP submitted
(20)	PQP is too generic and is not project specific	N/A	Quality Data book index is not project specific	CV with no quality qualifications and no quality experience	QCPs are too generic and are not project specific
(40)	PQP is project specific but inadequate to cover project scope	N/A	Quality Data book index is project specific but does not address most project deliverables	CV with less than 3 years quality experience and no quality qualification and ISO trainings	QCPs are project specific but inadequate to cover project scope
(60)	PQP shows adequate Understanding of project quality requirements	ISO 9001:2015 is in place, but has expired	Quality data book index shows adequate understanding of key project deliverables	CV with 3 years quality experience with limited quality qualifications (with either Dip/BTech Quality without ISO trainings or No Dip/BTech Quality with ISO trainings)	QCPs shows adequate understanding of project quality requirements No Quality Control Intervention points covered



TRANSNET PROPERTY

TENDER NUMBER: TP/2023/06/0005/33418/RFP-CIDB

DESCRIPTION OF THE WORKS:PROVISION OF THE SERVICES FOR THE RESURFACING OF ROADWAYS, UNDERGROUND SERVICES UPGRADE, PROVISION OF ACCESS CONTROL, SALT RIVER, CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

(80)	PQP shows above average understanding of the project quality requirements	N/A	Data book index shows above average understanding of the project deliverables	CV has greater than 3 years and less than 5years quality experience with limited quality qualifications (with either Dip/BTech Quality without ISO trainings or No Dip/BTech Quality with ISO trainings)	QCPs show above average understanding of the project deliverables
(100)	PQP covers the projects scope and aligned with ISO 9001:2015 QMS requirements.	ISO 9001:2015 Certificate is in place and is valid.	Data book index shows full understanding of all project deliverables, including all relevant tests and certifications to be provided.	CV has more than 5 years quality experience with all relevant quality qualifications (Dip/BTech Quality and ISO trainings)	QCP's covers all engineering disciplines and intervention points with reference to standards, specifications, and drawings.

There must be a clear link to the communications plan, organizational structure, systems, and methodology for executing such services.

Attached submissions to this schedule:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-21: Evaluation Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. A Valid Letter of Good Standing
2. The Tenderers must provide their own project specific Health and Safety Plan.
3. Safety, Health & Environmental Company Policy signed by the Accounting Officer, must include, or cover the following five elements -
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 4. Hold management accountable for development of the safety systems,
 5. Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, Construction manager, Assistant Construction manager, Health & Safety Manager, Health and Safety officer, Construction Supervisor, Construction assistant supervisor, Risk Assessor, SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
5. Safety officer's CV with minimum 3 years' experience and proof registration with SACPCMP.
6. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
7. Overview of Risk Assessment process and examples, highlighting major activities of the project.
8. **Two year** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
9. Completed Health and Safety cost breakdown sheet.
10. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

	Signed Health and Safety Company Policy (s16.2 appointee) covering the following five elements 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibility : S16.2 Assistant CEO; 8.5 CHSO Safety officer CV and proof registration with SACPCMP; 8.7 Construction Supervisor; 9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993; First aider (level 3)	List of key responsible persons (job categories) for the project and health and safety competencies required per category (Training matrix).	Overview of the tenderer's Risk Assessment methodology , and submission of risk assessments indicating major activities of the project	Two-year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. Submission of completed cost breakdown sheet.	Completed Health and Safety cost breakdown sheet.	Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.
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Points (10)	1	2	1	1	1	1	3
Score 0							
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.

Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per <i>Employer's</i> requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on safety specification.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.
Score 80	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements .	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements .	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements .

Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and CV and proof of professional registration with SACPCMP submitted with minimum 3 years experience.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements .	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements .	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.
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Tender 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			
14.	H&S Reward & Recognition			
15.	COVID19 Management e.g face masks, sanitiser, temperature measurement, signage, posters etc			
		Total Health and Safety Cost (R)		
		Total Tender Value (R)		
		H&S Cost as % of Tender value		%

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

3. Citations									
Does your company have a Certificate of Recognition?							Yes		No
If yes, what is the		Certificate No:		Issue Date:					
4. Safety Program									
4A	Do you have a written safety program manual? If Yes, provide a copy for review						Yes		No
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review						Yes		No
4C	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? If Yes, include a course outline. Does it include any of the following:						Yes		No
		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					

5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:				Yes		No		
		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								
6A	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?								
6B	Do you hold site safety meetings for field employees? If Yes, how often?			Yes	No	Daily	Weekly	Biweekly	
6C	Do you hold site meetings where safety is addressed with management and field supervisors?			Yes	No	Weekly	Biweekly	Monthly	
6D	Is pre-job safety instruction provided before to each new task?					Yes		No	
	Is the process documented?					Yes		No	
	Who leads the discussion?								
6E	Do you have a hazard assessment process?					Yes		No	
	Are hazard assessments documented?					Yes		No	
	If yes, how are hazard assessments communicated and implemented on each project?								
	Who is responsible for leading the hazard assessment process?								
6F	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	
6G	How does your company measure its H&S success? Attach separate sheet to explain								
7. Safety Stewardship									
7A	Are incident reports and report summaries sent to the following and how often?			Yes	No	Monthly	Quarterly	Annually	

	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled 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	Telephone Number

T2.2-22: Evaluation Schedule: Previous experience

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works over the last 10 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and demonstrate their relevant experience with regards to the Construction of similar works as detailed in the Works Information with reference to:

- Civil Works, Stormwater, Water reticulation pipes, Pavement and road rehabilitation and construction
- Building Works

References to substantiate experience indicated showing:

- Project description
- Customer name and contact details
- Contract value and duration
- Evidence of project completion i.e., Completion Certificate

The tenderer to submit the following:

- Previous experience based on similar work (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

• Civil Works, Stormwater, Water Reticulation, Pavement and Road rehabilitation			
Project Description	Client name and contact details	contract value and duration	Date of project completion

• Building Works			
Project Description	Client name and contact details	contract value and duration	Date of project completion

Attach the index of documentation to this schedule to substantiate your submission:

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The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

Points (20)	Civil Works, Stormwater, Water Reticulation Pavement rehabilitation (15)	Building Works (5)	Evidence of project completion (10)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.		
Score 20	Tenderer has submitted previous experience that is not acceptable, as the tender have undertaken insufficient project of a similar nature/value. (between 0 and 1 similar projects)		The tenderer has submitted above 20% but less than 40% to substantiate experience indicated.
Score 40	The tenderer previous experience is not acceptable, as the tender have undertaken insufficient project of a similar nature/value. (between 2 and 3 similar projects)		The tenderer has submitted above 40% but less than 60% references provided to substantiate experience indicated.
Score 60	Tenderer has submitted previous experience relating to supply of similar works with minor deviations from the nature or value of the current scope of works to be undertaken. (between 3 and 4 similar projects)		The tenderer has submitted above 60% but less than 80% references provided to substantiate experience indicated.
Score 80	Tenderer has submitted an extensive previous experience with no deviations from the nature or value of the current scope of works to be undertaken. (between 5 and 6 similar projects)		The tenderer has submitted above 80% but less than 100% references provided to substantiate experience indicated.
Score 100	Tenderer has submitted an outstanding previous experience with no deviations from the nature or value of the current scope of works to be undertaken. (6 or more similar)		The tenderer has submitted 100% of stipulated references to substantiate experience indicated.

T2.2-23: Evaluation Schedule – Method Statement

Submit a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to programme, quality, safety and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to Programme as contained under T2.2-18. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

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

The Method statement should cover:

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

1. Civil Works, Stormwater, Water reticulation pipes, Pavement and Road rehabilitation and construction.
2. Building Works

Index of documentation attached to this schedule:

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	The method statement must respond to the scope of work and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.	The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.	Explain his/her understanding of the objectives of the assignment and the Employers stated and implied requirements.	Method of construction and commissioning process. Tender to narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, construction logistics, commissioning procedures and handover.
Points (10)	3	2	2	3
Score 0	The Tenderer has submitted no information or inadequate information to determine a score.			
Score 20	The method statement is not acceptable, as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.			
Score 40	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.			
Score 60	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete, and does encompass and detail the works objectives and requirements to be undertaken; the approach does not deal fully with the characteristics of the project.			
Score 80	Tenderer has submitted an extensive method statement: 1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with scope of works and project schedule;			

	2. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 3. The method statement covers all the aspects of the Works Information. 4. Sufficiently flexible to accommodate changes that may occur during Executions.
Score 100	Tenderer has submitted an outstanding method statement: 1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of works and project schedule; 2. The proposed construction methodology will ensure that the design meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 3. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. 4. The methodology details ways to improve the project outcomes and quality of outputs

T2.2-24: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			