

TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15



Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE: CONSTRUCTION OF SURFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

RFQ NUMBER	: ERACYS-PRC-38151
ISSUE DATE	: 18 JULY 2022 CLOSING DATE
CLOSING DATE	: 29 JULY 2022
CLOSING TIME	: 10h00 am
TENDER VALIDITY PERIOD	: 21 OCTOBER 2022

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the Construction of Subface And Sub-surface Drainage Systems along the Rayton to Witbank Railway Line: Bronkhorstspruit Rail Km 60/7 – 61/15
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za or Transnet e-Tender Publication Portal (https://www.transnet.net) FREE OF CHARGE .
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet Station, Lanham street, Bronkhorstspruit, 1020 on the 21 July 2022 at 11:00am [11 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.21 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00am on (2022/07/29)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>



2. TENDER SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
 - ✦ Log on to the Transnet e-Tenders management platform website (<https://www.transnet.net>);
 - ✦ Click on "TENDERS";
 - ✦ Scroll towards the bottom right hand side of the page;
 - ✦ On the blue window click on "register on our new e-Tender Portal";
 - ✦ Click on "ADVERTISED TENDERS" to view advertised tenders;
 - ✦ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - ✦ Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - ✦ Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - ✦ Submit bid documents by uploading them into the system against each tender selected.
 - ✦ **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the



Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited



to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-22], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

4.13. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective

criteria justify the award to another bidder. The following objective criteria will be applied when considering exercising the right not to award business to the highest ranked bidder:

Objective Criteria

Geographical area (within the local municipality) - Bronkhorstspuit

Transnet reserves the right to objectively award the business to one Service Provider based on the above criteria to drive localization and create opportunities for bidders within local area (Bronkhorstspuit) to bid for business.

Should the local service provider quote a price premium of more than 10 % than the highest ranked bidder, Transnet reserves the right to award to the highest ranked bidder

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

Transnet asks its clients, suppliers and the general public to report any fraud or corruption

TIPOFFS ANONMUS

The graphic illustrates the Ethics Helpdesk reporting channels. At the top, it says "Ethics Helpdesk" with a laptop icon. Below that, it states "You can choose to be Anonymous or Non-Anonymous on ANY of the the platforms" and "PLEASE RETAIN YOUR REFERENCE NUMBER". There are five main reporting options:

- Complete a Form:** Complete a form with all the details, with no data charge.
- AI Voice Bot "Jack":** Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.
- What's App:** Speak to an Agent via: What's App.
- Speak to an Agent:** Speak to an Agent via the platform with no call or data charge.
- Telegram:** Speak to an Agent via Telegram.

At the bottom, there are contact details: 0800 033 056, 086 551 4153, reportit@ethicshelpdesk.com, and *120*0765980808#.

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Affected Property
	T1.1 Tender notice and invitation to tender Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site Information
C.1.4	The Employer's agent is: Procurement Manager

Name:	Yvonne Scannell
Address:	Transnet Freight Rail Corner of Paul Kruger and Minnaar street Pretoria
Tel No.	012 315 2059
E – mail	Yvonne.scannell@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

a) (Regulation 4: B-BBEE)

A tenderer having a stipulated minimum B-BBEE status level of contributor of 1.

b) (Regulation 9: Subcontracting)

30% subcontracting

- an EME or QSE which is at least 51% owned by Black People;

The list of potential subcontractors, Respondents may refer to the National Treasury Central Database website and conduct a subcontractor search using the procurement reference number: **GSM/**. The list must be accessed as follows:

- ✦ Log on to the CSD website (<https://secure.csd.gov.za/>);
- ✦ Click on Search and select Subcontractor Search; ✦ Enter the Procurement reference number **GSM/** and ✦ Click on "Run Search".

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

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

3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

3.1 Compulsory Local Content Threshold

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the “Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the following Sectors, Transnet is required to set a stipulated minimum threshold be set for this RFQ.

- **100 % Steel Products and components for construction (Tools and Equipment)**
- **100 % Textile, leather and footwear (safety boots, safety vests, ect)**
- **100 % Rail Permanent Way (19 mm coarse aggregates, G5 material)**
- **100 % Plastic Pipes (HDPE perforated geo pipes)**

3.1.1 Local Content Threshold

A Local Content threshold of **100% [hundred percent]** will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent for the duration of **the contract period**.

Only locally produced or locally manufactured suppliers with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

-
- required volumes in the particular bid;

-
- available collective South African industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions;
 - materials of construction; and
 - Security of supply and emergencies.

3.2 Local Content Notes

3.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

3.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

3.2.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

3.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.the_dti.gov.za/industrial_development/ip.jsp at no cost.

-
- 3.2.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 3.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 3.2.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 3.2.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

3.3 Mandatory RFQ Annexures (T2.2-3)

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.

To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- ✦ Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- ✦ Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents.

3.4 Challenges meeting the Local Content Threshold

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

3.5 Exchange Rate Verification

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

3.6 Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material noncompliance with Local Content requirements are not achieved.

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

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SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15



4. Stage Four - Eligibility in terms of the Construction Industry Development Board:

a)

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of 3 CE **or higher** class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 3 CE 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
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Register. Addenda will be issued to and tenders will only be received from those tendering entities including those on the register.

Tenderers are also **required to bring their RFQ document to the briefing session and have their representatives** Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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



C.2.13.5

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

Identification details: The tender documents must be uploaded with:

- ✦ Name of Tenderer:
- ✦ Contact person and details: ✦ The Tender Number:
- ✦ The Tender Description

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **10:00am** on the **27 July 2022**
Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** (after the closing date) (19 October 2022). Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **N/A**

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

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

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

1. The tenderer or any of its directors/shareholders is not listed on the Register

C.3.13 Tender offers will only be accepted if:

of Tender Defaulters in terms of the Prevention and Combating of Corrupt

Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

STAATSKOERANT, 8 AUGUSTUS 2019

**DEPARTMENT OF PUBLIC WORKS
NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION
WORKS CONTRACTS
AUGUST 2019**

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names

of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. C.2.10.4

State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity

period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission



stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or c)
- arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement Qualitative interpretation of goal

Fair The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

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- c) has the legal capacity to enter into the contract;
 - d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
 - e) complies with the legal requirements, if any, stated in the tender data; and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by The employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is

considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex D Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of

impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

D.1.4 Communication and employer's agent

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

D.2 Respondent's obligations**D.2.1 Eligibility**

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five

(5) working days before the closing time stated in the submission data.

D.2.7 Making a submission

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data. Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt
Of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time
for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non-responsive submissions Reject

all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice fair competition between respondents.

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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** - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2.2 **Stage Two as per CIDB: Eligibility Criteria Schedule - Minimum B-BBEE**

Level 1 & subcontracting 30 % to EME/QSE which is at least 51 % owned by Black People

Valid proof of Respondent' compliance to B-BBEE requirements stipulated in T2.2-2

Valid proof of Subcontractor compliance to B-BBEE requirements stipulated in T2.2-2

T2.2.3 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)

- Annexure B: Declaration Certificate of Local Production and Content (SBD 6.2) and
- Annexure C - Local Content Declaration: Summary Schedule
- A Local Content exemption letter from DTI (where applicable)

Annexure B & C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)

T2.2.4 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration 3 CE or higher

2.1.2 Returnable Schedules:

General:

T2.2-5 Availability of plant and equipment to refurbish transformer and replace bushings

T2.2-6 Health, Risk, Safety and Environmental Plan (according to lists of requirements in the RFQ)

T2.2-7 Work Programme for 2 (two) Weeks

T2.2-8 Previous experience in refurbishment of transformers and replacement of bushings

T2.2-9 Health and Safety Questionnaire

T2.2-10 Health and Safety Cost Breakdown

T2.2-11 Environmental Management

T2.2-12 Management & CV's of Key Personnel T2.2-13

Method Statement

T2.2-14 Authority to submit tender

T2.2-15 Capacity and Ability to meet Delivery Schedule

T2.2-16 Record of addenda to tender documents

T2.2-17 Letter of Good Standing

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T2.2-18 Risk Elements

T2.2-19 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

T2.2-20 Site Establishment requirements

ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C

ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C

Agreement and Commitment by Tenderer:

T2.2-21 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-22 Non-Disclosure Agreement

T2.2-23 RFQ Declaration Form

T2.2-24 RFQ – Breach of Law

T2.2-25 Certificate of Acquaintance with Tender Document

T2.2-26 Service Provider Integrity Pact

T2.2-27 POPI Act form

Bonds/Guarantees/Financial/Insurance:

T2.2-28 Insurance provided by the *Contractor*

T2.2-29 Three (3) years audited financial statements

Transnet Vendor Registration Form:

T2.2-30 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities



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T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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T2.2-2: Eligibility Criteria Schedule – Minimum B-BBEE Level 1 and subcontract to 30 % to EME/QSE with at least a minimum of 51 % black ownership

a) B-BBEE requirement

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level

It is a specific tendering condition that tenderers:

- Have a minimum B-BBEE status level of 1

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits**

b) Subcontracting requirement

As a prequalification criterion to participate in this RFQ, Tenderers are required to subcontract a minimum of **30%** [Thirty percent] of the value of the contract to one or more of the following designated groups:

an EME or QSE which is at least 51% owned by black people;

Tenderer to note that if successful, any deviations from the list of proposed subcontractors in the contract phase will be subject to acceptance by the Project Manager in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

Tenderers are to note that Transnet will not round off subcontracting percentage for the purposes of determining whether the subcontracting condition has been met.

- A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.
- For a list of potential subcontractors, Tenderers may refer to the National Treasury Central Database website and conduct a subcontractor search using the procurement reference number: **GSM/.....** . The list must be accessed as follows:
 - ✦ Log on to the CSD website (<https://secure.csd.gov.za/>);
 - ✦ Click on Search and select Subcontractor Search;
 - ✦ Enter the Procurement reference number **GSM/.....** and ✦ Click on "Run Search".
- Tenderers have the discretion of identifying and selecting suppliers, who are registered on the National Treasury supplier database (CSD) but do not appear on the list provided by Transnet, for purposes of subcontracting.



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- f) **Tenderers are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.**
- g) Tenderers are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated.
- h) Tenderers are responsible for all due diligence on their subcontractors.
- i) Tenderer/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Tenderer intends to subcontract with their subsidiary this must be declared in their bid response.
- j) The successful Tenderer awarded the contract may only enter into a subcontracting arrangement with Transnet’s prior approval.

The contract will be concluded between the successful Tenderer and Transnet, therefore, the successful Tenderer and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Attachments to this form

The Tenderer is to ensure that the following is completed and attached to this form:

- a) Subcontractor’s valid proof of B-BBEE status;
- b) Company Organogram of Subcontractor(s) reflecting current staff complement;
- c) Each staff members’ experience in years;

d) Name of subcontractor/s and Company Registration number:

	Subcontractor Legal Name	Company Registration Number	EME/QSE	B-BBEE Level	CSD Number
1					
2					
3					
4					
5					

e) Work to be subcontracted:

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Subcontractor	Work to be performed by subcontractor (Please specify)	Percentage of contract that will be subcontracted	Firm Experience (No. of Years)	Current Clients (Provide signed reference letters for each client listed)
1				
2				
3				
4				
5				

Note:

For the purpose of determining that the pre-qualification criteria has been complied with, Tenderers must cumulatively meet the minimum **30%** pre-qualification requirement and provide a valid B-BBEE certificate(s) or Sworn Affidavit(s) for the proposed subcontractor(s) listed above. **Failure to provide a valid B-BBEE certificate(s) or Sworn Affidavit(s) for proposed subcontractor(s) which makes up the minimum 30% pre-qualification requirement at the Closing Date and time of this RFQ will result in a Tenderer's disqualification**

Note to tenderers:

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Tenderers are to attach a copy of their compliance with the B-BBEE requirements stipulated in the B-BBEE Preference Points Claim Form. Failure to comply at the closing date of the RFQ will result in disqualification.

B-BBEE 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

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;

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- (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 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-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
- (j) “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. 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:

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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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>
EME1	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

- 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.

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- 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)

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

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. *(Tick applicable box)*

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



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- 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 bidder 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.

SIGNATURE(S) OF BIDDERS
Signature
Name
Date
Signed at

WITNESSES
1. Witness signature
2. Witness signature

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SBD 6.2 T2.2-

3: Eligibility Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

Tenderers must properly complete, duly sign and submit returnable schedule entitled “Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)”, committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

- **100 % Steel Products and components for construction (Tools and Equipment)**
- **100 % Textile, leather and footwear (safety boots, vests, etc.)**
- **100 % Rail Permanent Way (19 mm coarse aggregates, G5 material)**
- **100 % Plastic Pipes (HDPE perforated geo pipes, bidim)**

1. Essential RFQ Annexures

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C

Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

2. Eligible RFQ Annexures

The regulatory and mandatory RFQ Annexures, which must be completed by all Tenderers in order to declare Local Content, are as follows:

Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

- **TENDERERS ARE TO ENSURE THAT THEY COMPLETE THE LOCAL CONTENT ANNEXURES IN LINE WITH THE PROVISIONS MADE IN THE GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT. FAILURE TO COMPLY WILL LEAD TO DISQUALIFICATION.**
- **TENDERERS MUST COMPLETE THE LOCAL CONTENT ANNEXURES PER DESIGNATED SECTOR.**

NOTE TO TENDERERS: FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS SBD6.2 DECLARATION AS WELL AS THE ACCOMPANYING ANNEXURE C “LOCAL CONTENT

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DECLARATION - SUMMARY SCHEDULE” WILL RESULT IN THE TENDER SUBMISSION BEING NON-RESPONSIVE AND DISQUALIFIED FROM ANY FURTHER EVALUATION

3. Challenges meeting the Local Content Threshold

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

4 Local Content Obligations

Tenderers are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

5. Local Content Notes:

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender;

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

x is the imported content in Rand

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

(in the case of turnkey products/projects x and y will only refer to the value of steel products and components and designated valve products, manual actuators (gearboxes) and pneumatic actuators in the project)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

- The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule

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to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.the_dti.gov.za/industrial_development/ip.jsp

- The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted a the closing date and time of the bid;
- Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes:
 - **100 % Steel Products and components for construction (Tools and Equipment)**
 - **100 % Textile, leather and footwear (safety boots, vests, etc.)**
 - **100 % Rail Permanent Way (19 mm coarse aggregates, G5 material)**
 - **100 % Plastic Pipes (HDPE perforated geo pipes, bidim)**

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations



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DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where x is the imported content in Rand y

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

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

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

- 1.7. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Steel Products and components for construction (Tools and Equipment)	100 %
• Textile, leather and footwear (safety boots, Vests, etc.)	100 %
• Rail Permanent Way (19 mm coarse aggregates, G5 material)	100 %
• Plastic Pipes (HDPE perforated geo pipes, bidim)	100 %

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

(Tick applicable box)

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. RFQ ERACYS-PRC-38151

ISSUED BY: TRANSNET FREIGHT RAIL ON BEHALF OF TRANSNET SOC LTD

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (100%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity Steel Products and components for construction (Tools and Equipment) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100 %
Local content %, as calculated in terms of SATS 1286:2011	

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Price of the Designated commodity Textile, leather and footwear(safety boots, vests, etc.) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100 %
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Rail Permanent Way (19 mm coarse aggregates, G5 material) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100 %
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Plastic Pipes (HDPE perforated geo pipes, bidim) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100 %
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

SIGNATURE: _____

DATE: _____



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WITNESS No. 1 _____
DATE: _____

WITNESS No. 2 _____
DATE: _____

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

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry (“DTI”) to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer’s* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty (“Noncompliance Penalty”) to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend² is lower than the Required Local Content Spend³ (or the Adjusted Required Local Content

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- 2 Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.
- 3 Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

Spend⁴, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below. iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.

- v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period (“the Local Content Retention Amount”). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

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

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

Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

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

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

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T.2.2-4: 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 3 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 in the 3 CE or higher class of construction work; 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 3 EP 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.



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T2.2.6: Health, Risk, Safety and Environmental Plan

The tenderer must submit the following documents as a minimum with the tender submission:

1. Contract specific Health & Safety plan including the following:
 - a. Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations.
 - i. S16.1 CEO,
 - ii. S16.2 Assistant to CEO,
 - iii. CR8.1 Construction manager,
 - iv. CR8.2 Assistant Construction manager,
 - v. CR8.5 Construction Health & Safety officer,
 - vi. CR8.7 Construction Supervisor,
 - vii. CR8.8 Construction assistant supervisor,
 - viii. CR9.1 Risk Assessor
 - ix. Construction Health & Safety Manager
 - b. Roles and responsibilities of legal appointees in terms of Project and Construction Management Professional Act 48 of 2000
 - i. Construction Manager ii. Project Manager
 - c. Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV).
 - d. Safety, Health & Environmental Company Policy signed by the accounting officer. Indicating as minimum the following five elements -
 - i. Commitment to Safety, prevention of pollution, ii. Continual improvement, iii. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - iv. Hold management accountable for development of the safety systems
 - v. Include objectives and targets.
 - e. Overview of Tenderer's SHE system for project

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2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.
3. Synopsis of Health & Safety incidents, description, type and action taken to prevent re-occurrence and submission of completed cost breakdown sheet within the last five years.



T2.2-7: Work Programme for two months (2 months)

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Ms Word or any other compatible software.

The tenderer shall provide the proposed programme, (showing but not limited to the following:

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

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

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

- ✦ The Program must clearly support and demonstrate alignment to the Method Statement as contained in T2.13 List of Returnable.

TRANSNET FREIGHT RAIL

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Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme



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T2.2-8: Previous Experience

Note to tenderers:

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

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
- Construction of surface and sub-surface drainage system
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors



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T2.2-9: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted workday cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			



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Is your Workers' Compensation account in good standing? Yes No
 (Please provide letter of confirmation)

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. CERTIFICATE OF RECOGNITION

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

4. SAFETY PROGRAM

Do you have a written safety program manual? Yes No
 If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No
 If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY ENVIRONMENT	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY ENVIRONMENT	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS HAZARD	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION SAFETY PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS SAFETY PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY VIOLATIONS	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES		



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MODIFIED WORK PROGRAM

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? Yes No
 If Yes, include a course outline. Does it include any of the following:

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

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

	Yes	No	Yes	No



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DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

EMPLOYER RESPONSIBILITIES	SAFETY	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
EMPLOYEE RESPONSIBILITIES	SAFETY	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
DUE DILIGENCE	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
SAFETY LEADERSHIP	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
WORK REFUSALS	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
INSPECTION PROCESSES	PERMISSIONS	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
EMERGENCY PROCEDURES	DISASTER PLAN	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
INCIDENT INVESTIGATION	PROSECUTION	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
SAFE WORK PROCEDURES	SAFETY PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
SAFETY MEETINGS				NOTIFICATION REQUIREMENTS				
6. SAFETY ACTIVITIES								
Do you conduct safety inspections?		Yes	No	Weekly	Monthly	Quarterly		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).								
Who follows up on inspection action items?								
Do you hold site safety meetings for field employees? If Yes, how often?		Yes	No	Daily	Weekly	Biweekly		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Do you hold site meetings where safety is addressed with management and field supervisors?		Yes	No	Weekly	Biweekly	Monthly		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Is pre-job safety instruction provided before to each new					<input type="checkbox"/> Yes	<input type="checkbox"/> task?		
No		<input type="checkbox"/> Yes						
Is the process documented?		No						
Who leads the discussion?								
Do you have a hazard assessment process?		<input type="checkbox"/> Yes			<input type="checkbox"/> No			
• Are hazard assessments documented? If yes, including the hazard assessment communicated and implemented on each project								
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?								
		<input type="checkbox"/> Yes						<input type="checkbox"/> No

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How does your company measure its H&S success?

- Attach separate sheet to explain



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7. SAFETY STEWARDSHIP

Are

7A

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

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

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

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

8

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

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

Project/Site Manager

Managing Director



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Safety Director/Manager
/Chief Executive Officer

7B How are incident records and summaries kept? How often are they reported internally?

- Incidents totaled for the entire company
- Incidents totaled by project
 - Subtotaled by superintendent
 - Subtotaled by foreman

7C How are the costs of individual incidents kept? How often are they reported internally?

- Costs totaled for the entire company
- Costs totaled by project
 - Subtotaled by superintendent
 - Subtotaled by foreman/general foreman

7D Does your company track non-injury incidents?

- Near Miss
- Property Damage
- Fire
- Security
- Environmental

PERSONNEL

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T2.2-10**Health and Safety Cost Breakdown**

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

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

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



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T2.2-11: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet SOC Limited – Environmental Risk Management Policy (refer to annexure ...);
 - Project Environmental Specification (PES) which comprises of the following as a minimum:
 - Standard Operating Procedure for Construction Environmental Management
 - Minimum Standards for Construction Environmental Management Where applicable, the following may also apply:
 - Environmental Approvals (e.g. Environmental Authorisation, Licences and Permits etc.)
 - Environmental Management Programme (EMPr) as approved by the Competent Authority (in instances where this applies it will supersede the Minimum Standards for Construction Environmental Management)
 - Any other operational/maintenance environmental plans or specifications
1. The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to the abovementioned requirements.
 2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS;
 3. The tenderer must provide an Organogram depicting key environmental staff and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project environmental management functions.
 4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.

T2.2-12**: Management & CV's of Key Personnel**

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience
 - 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 Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

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

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

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**T2.2-14
: Method Statement**

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.
-

or

In addition to general methodology for the project please provide specific information for the following points:

1. Dismantle and remove of old equipment
2. Installation of equipment
3. Pre-testing and Commissioning procedure



: 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 _____ (date),

_____, hereby confirm that by resolution of the board
 taken on _____

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.

TRANSNET FREIGHT RAIL

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T2.2-16

Name	Address	Signature	Date

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



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C. Certificate for Joint Venture

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

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

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

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

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Name

Position

Sole Proprietor

.....

.....

: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Service Information and that the tenderer has the



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T2.2-17

: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.



T2.2-18

: Risk Elements

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

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

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

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



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T2.2-20

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

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



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% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

T2.2-20: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:



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T2.2-21: 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.



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- 1. **Section 1: Name of enterprise:** _____
- 2. **Section 2: VAT registration number, if any:** _____
- 3. **Section 3: CIDB registration number, if any:** _____
- 4. **Section 4: CSD number:** _____
- 5. **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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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.



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Signed

Date

Name

Position

Enterprise name

SBD4

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



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2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁵ 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

⁵ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 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 consortium⁶ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

⁶ 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.
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.



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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

SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ERACYS-PRC-38151	ISSUE DATE:	18 July 2022	CLOSING DATE:	29 July 2022	CLOSING TIME:	10H00AM
DESCRIPTION	FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15						
BID RESPONSE DOCUMENTS SUBMISSION							



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

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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

- + Log on to the Transnet eTenders management platform website (<https://www.transnet.net>); + Click on "TENDERS";
- + Scroll towards the bottom right hand side of the page;
- + Click on "register on our new eTender Portal";
- + Click on "ADVERTISED TENDERS" to view advertised tenders;
- + Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- + Click on "SIGN IN/REGISTER" - to sign in if already registered;
- + Toggle (click to switch) the "Log an Intent" button to submit a bid;
- + Submit bid documents by uploading them into the system against each tender selected.
- + No late submissions will be accepted. The bidder guide can be found on the Transnet Portal

transnetetenders.azurewebsites.net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES WILL BE ADDRESSED AT THE COMPULSARY SITE BRIEFING:	
CONTACT PERSON	Yvonne Scannell	CONTACT PERSON	
TELEPHONE NUMBER	012 315 2059	TELEPHONE NUMBER	
FACSIMILE NUMBER	012 315 2138	FACSIMILE NUMBER	-
E-MAIL ADDRESS	Yvonne.scannell@transnet.net	E-MAIL ADDRESS	
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	



TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/>	<input type="checkbox"/>
YES					
NO				<input type="checkbox"/>	<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
YES					
NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/>



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YES NO

NO THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

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

NO

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

- 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:

.....

TRANSNET FREIGHT RAIL

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CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: _____

T2.2-22 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or subcontractors, or any Group member;



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- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 *is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or*
- 1.3.2 *was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or*
- 1.3.3 *following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;*
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. **CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

- 2.3 Notwithstanding clause **Error! Reference source not found.** above, the Receiving Party may disclose Confidential Information:
- 2.3.1 *to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause **Error! Reference source not found.** above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or*
- 2.3.2 *to the extent required by law or the rules of any applicable regulatory authority, subject to clause **Error! Reference source not found.** below.*
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause **Error! Reference source not found.** above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 *return all written Confidential Information [including all copies]; and*



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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



T2.2-23: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and



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- 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 T2.2-25 "Service Provider Integrity Pact".

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



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Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

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

T2.2-24: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that **/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:

TRANSNET FREIGHT RAIL

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDER

T2.2-25: 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.

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Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-26: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

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PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

- 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.

- 4.1 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 into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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



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- 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 Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION



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- 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 0 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 a Tenderer by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature

Date

TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15



T2.2.27 PROTECTION OF PERSONAL INFORMATION (For normal contract)



DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).



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- 9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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- 12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
- 13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: _____

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

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T2.2-28**: Insurance provided by the Contractor**

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

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T2.2-29

: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-30

SUPPLIER DECLARATION FORM

VENDOR REGISTRATION

REQUIREMENTS: SUPPORTING DOCUMENTS CHECKLIST			CHECK
1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	Proof of registration	Company registered before 1 May 2011: CM1 – Incorporation of a Company Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate	
4.	Proof of Ownership / Management	Company registered before 1 May 2011 <ul style="list-style-type: none"> CM29 – Contents of Register of Directors, Auditors and Officers Company registered after 1 May 2011 <ul style="list-style-type: none"> CoR 15.1 Memorandum of Incorporation -MOI CoR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required 	
		EME (Turnover below R10m) <ul style="list-style-type: none"> EME Affidavit signed by EME NO certificates by SANAS accredited BBBEE verification agency accepted NO accountant letters are accepted 	
		QSE (Turnover between R10m and R50m)	



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T2.2-31

5.	BBBEE	IF >51% black owned <ul style="list-style-type: none"> • QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency • NO accountant letters are accepted 		
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency		
		Large enterprise (Turnover above R50m)		
		<ul style="list-style-type: none"> • Certificate by SANAS accredited BBBEE verification agency 		
		Non-compliant (No certificate / In process of certification / Level 9 certificate) <ul style="list-style-type: none"> • Confirmation that supplier is not BBBEE compliant. An email is sufficient. 		

TRANSNET FREIGHT RAIL



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6.	Proof of CSD registration	MAAA number	
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ANNEXURE A: SUPPLIER DECLARATION FORM

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

CSD Number (MAAA xxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name? <i>(If YES state the previous details below)</i>					Yes	No
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status <i>(please attach relevant supporting document for VAT)</i>		VAT Registered		Not VAT Registered		
VAT Registration Number						
If Exempted from VAT registration, state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually.						
Company Banking Details						
Account Holder Name						
Bank Account Number		Universal Branch Code				
Company Physical Address					Code	
Company Postal Address					Code	
Telephone Number		FAX Number				
E-Mail Address						
Company Website Address						



Company Contact Person												
Designation												
Telephone Number												
E-Mail												
Main Product / Service Supplied e.g. Stationery / Consulting /Labour etc.												
Is your company a Labour Broker?		YES			NO							
How many personnel does the business employ? (please state number)		Full Time			Part Time							
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.												
Most Recent Financial Year's Annual Turnover		<R10 Million EME			>R10 Million <R50 Million QSE			>R50 Million Large Enterprise				
Does your company have a valid Proof of B-BBEE Status?					YES			NO				
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership <i>(please selected correct Majority Ownership for your company)</i>					Black			White				
BBBEE Score		% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership						
% Black Youth Ownership		% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans						
Please Note: Please provide proof of B-BBEE status as per Appendix III and IV: <ul style="list-style-type: none"> ▪ Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; ▪ EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively; ▪ Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; ▪ A certified South African identification document will be required for all Black Youth Ownership. 												
Supplier Development Information Required												
EMPOWERING SUPPLIER				YES	<input type="radio"/>	NO	<input type="radio"/>					
FIRST TIME SUPPLIER				YES	<input type="radio"/>	NO	<input type="radio"/>					
SUPPLIER DEVELOPMENT PLAN				YES	<input type="radio"/>	NO	<input type="radio"/>					
DEVELOPMENT PLAN DOCUMENT				If Yes - Attach supporting documents								
ENTERPRISE DEVELOPMENT BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>					
SUPPLIER DEVELOPMENT BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>					
GRADUATION FROM ED TO SD BENEFICIARY				YES	<input type="radio"/>	NO	<input type="radio"/>					
ENTERPRISE DEVELOPMENT RECIPIENT				YES	<input type="radio"/>	NO	<input type="radio"/>					

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

Name and Surname		Designation	
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Signature		Date	
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Appendix I

Affidavit or Solemn Declaration as to VAT Registration Status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that; _____ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period **has not exceeded or is not expected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____ 20____

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

Commissioner of Oaths (Signature & Stamp)



Appendix II

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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that; _____

employs **Three or more full time employees**, which employees are engaged in the business of rendering the services of the organisation and are not connected persons as defined in the Income Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of

20 _____,

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

Commissioner of Oaths (Signature & Stamp)



Affidavit or Solemn Declaration as to number of employees

Appendix III

SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

4. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
 - The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
 - The enterprise is _____% **Black youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
-

Appendix III

- **The enterprise is % black disabled owned;** as per Amended Code Series _____
100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise _____ is % by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise _____ is % by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the _ _____ financial year, **the income did not exceed R10, 000,000.00 (ten million rand).**

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

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

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths



.....
Name & Surname

Signature & Stamp

Sworn Affidavit – B-BBEE Exempted Micro Enterprise

Page 2 of 2

APPENDIX IV

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

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
-------------------------------------	---

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is _____% **Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



Transnet Freight Rail
 Contract Number: RFQ ERACES FDT 36693
 Description of the Service: FOR THE PROVISION OF TRANSFORMER REFURBISHMENT AND REPLACEMENT OF BUSHINGS AT HALFGEWONEN, MIDDELBURG AND BLACKHILL 3KV'S TRACTION SUBSTATIONS

- **The enterprise is ___% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- **The enterprise is ___% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- **The enterprise is ___% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths



..... Name and Surname

C1.1: Form of Offer & Acceptance

Offer

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

For the construction of surface and sub-surface drainage systems along the Rayton to Witbank Railway line: Bronkhorstspuit Rail Km 60/7 -61/15

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:



Name & signature of witness	<i>(Insert name and address of organisation)</i>	Date	Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15



**for the
Employer** Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

.....

.....



Schedule of Deviations Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

Transnet SOC Ltd

On behalf of

(Insert name and address of organisation)

Date

Name & signature of witness



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		B: Priced contract with bill of quantities
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X7 Delay damages
		X13 Performance bond
		X16 Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
		Transnet Freight Rail



Having elected its Contractual Address for purposes of this contract as: **Nzasm Building**
Supply Chain Services- Pretoria the
Corner Minaar and Paul Kruger Street
Pretoria
0001

012 315 2059

012 315 2125

10.1 The Project Manager is (name):

Siviwe Nkwenkwezi

Address

Electrical Depot

26 Plein Street

Infrastructure Electrical
Middelburg
1050

013 248 1246/ 063 257 9092

Tel e-mail

10.1 The Supervisor is (name):

Siviwe.Nkwenkwezi@Transnet.net
Nkosinathi Thwala

Address

Witbank Station building

1 Zasm Street
Witbank
1035

013 658 2114/083 401 8375

Tel
e-
mail

Nkosinathi.Thwala@Transnet.net

11.2(13) The works are

Construction of sub-surface drainage and installation of U channel surface drainage system in Bronkhorstspuit railway station under the Witbank depot



11.2(14)	The following matters will be included in the Risk Register	<p>Live high voltage equipment- Electrocution.</p> <p>Live high voltage cables-Electric shock.</p> <p>Falling of equipment 1. Body injuries 2. Damage to property</p> <p>Dust- respiratory diseases</p> <p>Noise- Hearing loss</p> <p>Trip and fall- Body injuries</p> <p>Using defective/wrong hand tools- Hands and body injuries.</p>
11.2(15)	The <i>boundaries of the site</i> are	Bronkhorstspruit site construction is located in Bronkhorstspruit train station, next to Bronkhorstspruit siding and perway depot. The site is accessible if a crane required
11.2 (16)	The Site Information is in	Part C4
11.2 (19)	The Works Information is in	Part C3
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
3	Time	
11.2 (3)	The <i>completion date</i> for the whole of the <i>works</i> is	Eight (08) weeks after receiving an official order
11.2 (9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	
30.1	The <i>access dates</i> are	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date
31.2	The <i>starting date</i> is	2 Weeks after receiving an official order



31.2	The <i>Contractor</i> submits revised programmes at intervals no longer than
------	--

35.1	The <i>Employee</i> is not willing to take over the <i>works</i> before the Completion date
------	---

4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
----------	----------------------------	--

42.2	The <i>defects date</i> is	26 (twenty six) weeks after Completion of the whole of the works
------	----------------------------	---

43.2	The <i>defect correction</i> period is	2 weeks
------	--	----------------

5	Payment
----------	----------------

50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
------	-----------------------------------	---

51.1	The <i>currency of this contract</i> is the	South African Rand.
------	---	----------------------------

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
------	--	--

51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
------	-----------------------------	--

6	Compensation events (If the optional statement for this section is not used, no data will be required for this section)
----------	--

60.1 (13)	The weather measurements to be record for each calendar month arese are additional compensation events:	and these measurements:
-----------	---	---

The Contractor's Site establishment area

the cumulative rainfall (mm) the number of days

with rainfall more than 10 mm the number of days The Contractor's Site establishment area

with minimum air temperature less than 0 the

number of days with snow lying at 08:00 hours

South Afric



Title	No additional data is required for this section of the conditions of contract.
8 Risks and insurance	
80.1 These are additional <i>Employers</i> risks	No additional risks

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
Note:	The deductibles for the insurance as stated above are listed in the document titled “Certificate of Insurance:



TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS

ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

<p>The deductibles are</p>	<p>as stated in the insurance policy for Contract Works / Public Liability</p>
<p>3 Insurance against:</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</p>
<p>Cover / indemnity</p>	<p>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</p>
<p>The deductibles are:</p>	<p>As stated in the insurance policy for Contract Works / Public Liability</p>
<p>4 Insurance against:</p>	<p>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</p>
<p>Cover / indemnity</p>	<p>Cover / indemnity is to the extent provided by the SASRIA coupon</p>
<p>The deductibles are</p>	<p>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</p>
	<p>Transnet (SOC) Limited Principal Controlled Insurance.”</p>

Please append to Insurance Returnable (delete sentence)

<p>84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p>	<p>materials, co works are adequately insured during manufacture an</p>
<p>The <i>Contractor</i> provides these additional Insurances</p>	<p>3 Should the <i>Employer</i> have an insurable interest in such interest shall be noted by endorsement to the of any sub-contractor</p> <p>4 Motor Vehicle Liability Insurance comprising (including Passenger and Unauthorised Passenger L of R 5 000 000/R10 000 000.</p>

The *Contractor* must comply at a minimum wit provisions of the Compensation for Occupational In and Diseases Act No. 130 of 1993 as amended.

1 Where the contract requires that the design of *Contractor* the *Contractor* shall satisfy the *Employ* connection therewith has been affected

2 Where the contract involves manufacture, and/o other goods to be incorporated into the *works* at p satisfy the *Employer* that such plant &



The insurance coverage referred to in 1, 2, 3 and 4 ab 4 above of an insurance policy approved by the *Emp* insurer to submit to the *Project Manager* the original of insurance and the receipts for payment of current insurer or insurance broker concerned, confirming t as required. The original policy will be returned to th

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa



- The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X16	X16	Retention
	X16.1	The retention free amount is Nil Nil
		The retention percentage is 10% on all payments certified.10% on all payments certified.
X7	Delay damages	R200 per day
X13	Performance bond	5 % on all payments cr
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.



X18.5	The <i>end of liability date</i> is	3 years after the end of the <i>service period</i>.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	<i>Additional conditions of contract are:</i>	
Z1	Obligations in respect of Termination	
Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) 	
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z2	Right Reserved by Transnet to Conduct Vetting through SSA	



Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	Additional clause relating to Collusion in the Construction Industry
Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	Protection of Personal Information Act
Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5	Obligations in respect of Subcontracting (If applicable)
Z5.1	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.



Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Project Manager</i> . The <i>Project Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2-2, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.

TRANSNET FREIGHT RAIL
 TENDER NUMBER: ERACYS-PRC-38151
 DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFAC DRAINAGE
 SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering Contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

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

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in

11.2 (14) The following matters will be included in the Risk Register

31.1 The programme identified in the Contract Data is

Term Service Contract 1 Part C1 PRO-FAT-0211 Rev02 C1.2: Contract Data by Contractor TRANSNET
 FREIGHT RAIL
 TENDER NUMBER: ERACYS-PRC-38151
 DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFAC DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

B Priced contract with bill of quantities

11.2(21) The *bill of quantity* is in

11.2(31) The tendered total of the Prices is **R** (in figures)
R..... (in words), excluding VAT

TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15



Term Service Contract 2 Part C1 PRO-FAT-0211 Rev02

C1.2: Contract Data by Contractor

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The bill of quantities	3



C2.1 Pricing instructions: Option B

1. The conditions of contract

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

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

Identified and defined terms 11

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre



km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum

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



R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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

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

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

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



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

2.3. Departures from the method of measurement

2.4. Amplification of or assumptions about measurement items

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

C2.2 The bill of quantities

SCHEDULE OF QUANTITIES					
BRONKHORSTSPRUIT SURFACE & SUB-SURFACE DRAINAGE INSTALLATION					
No	Activity Description	Unit	Bill Quantity	Rate per unit (Excl. Vat)	Total Amount (excl. Vat)
1	PRELIMINARY AND GENERAL				
1.1	Fixed Charged Items				
1.1.1	Tools and Equipment	Sum	1		
1.1.2	Compliance with Construction Regulations (2014) Health and Safety measures including provision of Personal Protective Equipment (PPE)	Sum	1		
1.1.3	Establishment of Facilities on Site	Sum	1		
1.1.4	Yellow Plant (Earthworks Machines)	Sum	1		
1.1.5	Ablutions and Latrine Facilities	Sum	1		
1.1.6	De-establishment of Facilities on Site	Sum	1		
1.1.7	Removal of all items as stated above, including restoring and making good to the Project Manager's satisfaction	Sum	1		
1.2	Time Related Items				
1.2.1	Living Accommodation	Month	2		
1.2.2	Ablutions and Latrine Facilities	Month	2		
1.2.3	Transport	Month	2		
1.2.4	Supervision for the duration of the Contract	Month	2		
	SUBTOTAL FOR PRELIMINARY AND GENERAL			TOTAL	
2	EARTHWORKS				
2.1	Clear area for camp site	m ²	1 000		
2.2	Clear and grub for spoil sites and stockpile areas	m ²	6 000		
2.3	Extra over for excavation in rock. Rate only	m ³	n/a		
	SUBTOTAL FOR EARTHWORKS			TOTAL	



3	MATERIAL				
3.1	Supply and delivery of 19mm selected coarse aggregates	m ³	420		
3.2	Supply and delivery of Bidim A4 geotextile membrane Roll, 5.3m wide	m	1000		
3.3	Supply and delivery of 150mm diameter HDPE perforated geopipes of 6m length each as well as type F1 Fin drain.	m	1000		
3.4	Supply and delivery of G5 material	m ³	298		
3.5	Supply and delivery of 600mm deep by 600mm wide S-Class concrete portals (U-channels) including the associated precast (concrete) joint sealant	m	2480		
3.6	Supply and delivery of precast (concrete) joint sealant	m	2480		
	SUBTOTAL FOR EARTHWORKS			TOTAL	
3	DRAINAGE				
3.1	Subsurface Drainage only on the left-hand side of the Cutting from rail km 60/10 to 61/15				
3.1.1	Excavate 0.6m wide by 1.4m deep trench for a length of 1000.0m for installation of a subsurface drainage system.	m ³	840		
3.1.2	Place Bidim A4 geotextile membrane within the prepared trench	m	1000		
3.1.3	Place 150mm diameter HDPE perforated geopipes on the prepared bedding (100mm) and also include type F1 Fin drain (filter jacket).	m	1000		
3.1.4	Backfill trench with selected coarse aggregates (19mm) to a depth of 600mm below the natural ground level.	m ³	360		
3.2	Surface Drainage along the Cutting at rail km 60/7 to 61/15				
3.2.1	Import 200mm layer of G5 material and compact to 98% Mod AASHTO.	m ³	298		
3.2.2	Install 600mm wide by 600mm deep S-Class concrete portals (U-channels) along the LHS toe of the Cutting for a length of 1240m.	m ³	893		
3.2.3	Use precast joint sealant to join together the concrete U-channels	m	2480		



	SUBTOTAL FOR SUBSURFACE & SURFACE DRAINAGE AT RAIL KM 60/7 TO 61/15			TOTAL	
4	PROVISIONAL ITEMS				
4.1	Trenching	m ³	Prov.		
4.2	Opening cable trenches	m ³	Prov.		
4.3	Removal and reinstatement of cables	m ³	Prov.		
4.4	Rerouting the underground services	m ³	Prov.		
	SUBTOTAL PROVISIONAL ITEMS			TOTAL	
	Total for item 1 - 4			Sub-total (Excl. Vat)	
				15% Vat	
				Total (Incl. Vat)	

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The conditions of contract stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the Works Information.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the Employer within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the Employer.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Freight Rail
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. ERACYS-PRC-38151

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the Employer) and

{Insert registered name and address of the Contractor} (the Contractor), for

{Insert details of the works from the Contract Data} (the works).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of nonperformance of the Contract by the Contractor, subject to the following conditions:



TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

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1. The terms Employer, Contractor, Project Manager, works and Completion Certificate have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the Project Manager stating that the Completion Certificate for the whole of the works has been issued, that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the nonperformance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
(say)

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_



TRANSNET FREIGHT RAIL

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS
ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

TENDER NUMBER: ERACYS-PRC-38151

DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFAC
DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL
KM 60/7 – 61/15

PART C3: SCOPE OF WORK

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C3.2	<i>Contractor's Works</i>	1
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SECTION 1

1 Description of the works

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* construction of sub-surface drainage and installation of concrete U channel drainage system in accordance to BBH 3293 Version 1.

1.2 *Employer's* objectives

The *Employer's* objectives are to improve the drainage conditions along the track in the Bronkhorstspruit site by installing sub-surface and surface drainage systems

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
--------------	-----------------------------------

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AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	Contractor Documentation Schedule
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	.....
DWG	Drawings
EDMS	.....
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager

ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
.....
.....

2 Engineering and the Contractor's design

2.1 Employer's design

- 2.1.1 The *Employer's* design for the *works* is Track technology management and is contained in BBH 3293 Version 1.
- 2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

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

- 2.2.1 Not applicable

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

- 2.3.1 The *Contractor* shall address the following procedures:
- Not applicable

2.4 Review and Acceptance of *Contractor* Documentation

- Not applicable

2.5 Other requirements of the *Contractor's* design

- 2.5.1 The *Contractor's* design complies with the following:
- Not applicable

2.6 Use of *Contractor's* design

- 2.6.1 Not applicable

2.7 Design of Equipment

2.7.1 Not applicable

2.8 Equipment required to be included in the works

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:

- Not applicable

2.9.2 As-Built/Final Documentation

- Not applicable

2.9.3 Installation, Maintenance and Operating Manuals and Data Books

- Not applicable

3 Construction

3.1 Temporary works, Site services & construction constraints

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

- Occupations in between trains will be arranged for the work
- A technician/ Track master from TFR will provide access to the site
- No work shall be done in the site without the presence of a TFR representative.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

- Access to site will depend on the results of alcohol/ substance abuse test results.
- Access to site will depend on the relevant PPE for the works.
- No weapons will be allowed on site, TFR reserves the right to search anyone/vehicle entering or leaving the site.
- No poaching will be allowed on site.
- No open fires will be allowed on site.
- No smoking will be allowed where work is performed.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

- The site will be accessed through service roads; a 30km/h speed must be maintained on the service roads.
- Barricades will be erected to restrict access to live equipment.

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

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

- No one will be allowed on site without safety induction certificate.
- Working hours are from 07:00 to 16:00, Monday to Friday excluding public holidays.
- Alcohol/ substance abuse records will be kept in the safety file on site.
- No littering will be allowed on site.
- The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

- Working hours are from 07:00 to 16:00, Monday to Friday excluding public holidays

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

3.1.8 Health and safety facilities on Site

- The *Contractor* shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- The *Contractor* shall make necessary arrangements for a valid first aid kit, sanitation, water and electricity at these relevant sites during the installation of the equipment.
- The *Contractor's* Health and Safety Programme shall be subject to agreement by the Transnet Freight Rail Witbank Safety Office, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager.
- The *Contractor* shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/2, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.

3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest

- No poaching will be allowed on site.
- No open fires will be allowed on site.
- No littering will be allowed on site.

3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.

3.1.12 Title to Materials from demolition and excavation

All excess uncontaminated soil, demolished concrete and roadway surfaces, including subbase and base layers, is to be carted off site to an approved solid waste disposal site, including for the paying of all charges. All contaminated soil, demolished concrete and roadway surfaces are to be disposed of in the waste skips provided. All demolished steelwork is to be disposed of at the designated scrap yard area on site. The *Contractor*

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shall provide certificates for all disposed materials and shall include this information in the Quality Pack.

+

3.1.13 The *Contractor* has no title to all Materials arising from excavation and demolition in the performance of the *works*

3.1.14 Cooperating with and obtaining acceptance of others

- The *contractor* shall respect the adjacent farm lands and or villages

3.1.15 The *Contractor* performs the *works* and co-operates with:

All Work shall be performed in strict accordance with the following described specifications, drawings and other documents, which by this reference are made a part hereof.

Applicable Legislation

Standard **Subject**

Standard	Title
SABS ISO 9001: 2008	Quality Management Systems.
NBR	National Building Regulations and Building Standards (Act 103 of 1977)
OHS Act	Occupational Health and Safety Act No. 85 of 1993 as amended
Act 130 of 1994	Compensation for Occupational Injuries and Diseases Act
Act 29 of 1989	Road Traffic Act

Applicable Codes of Practice

(Refer PEP 602 Codes, Standards and Specification Procedure for list of recognized Transnet Freight Rail Standards)

SANS Codes of Practice

Code No.	Rev Date	Title
10160	2010	Basis of structural design and actions for buildings and industrial structures.
10400	1990	The Application of the National Building Regulations
1090	2002	Aggregates from natural sources - Fine aggregates for plaster and mortar
1200A	1986	General
1200C	1980	Site Clearance
1200DB	1989	Earthworks (Pipe Trenches)
1200DM	1981	Earthworks (Road Subgrade)

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1200F	1983	Piling
1200G	1982	Concrete (Structural)
1200GA	1982	Concrete (Small Works)
1200GE	1984	Structural Precast Concrete
1200LB	1983	Bedding
1200LC	1981	Cable Ducts
1200LD	1982	Sewers
1200LE	1982	Storm water Drainage
1200M	1996	Roads (General)
1200ME	1981	Sub-base
1200MF	1981	Base
1200MG	1996	Bituminous surface Treatment
1200MH	1996	Asphalt Base and Surfacing
1200MK	1983	Kerb and Channeling
1200MM	1984	Ancillary Roadworks
SANS 731-1	2001	Road and runway markings Part 1: Single-pack solvent-borne and water-borne paints.
SANS 1519-1	1997	Road signs Part 1: Retro-reflective sheeting material.
SANS 1519-2	2004	Road signs Part 2: Performance requirements for road signs.
SANS 1555	1992	Road-works delineators.
SANS 1921-2	2004	Construction and management requirements for works contracts - Part 2 - Accommodation of traffic on public roads occupied by the contractor.
VC9085	2007	Compulsory specification for cement.
301-12	2004	Fences Part 12: Specification for steel palisade fences
SANS 23-4	2003	Steel wire and wire products for fences Part 4: Steel wire welded mesh fencing
SANS 280	2008	Hole location in fencing posts and droppers
SANS 1372	2010	Prefabricated concrete components for fences
SANS 1431	1987	Weldable structural steel
SANS 1700	2010	Fasteners
1700 Part 7	1996	External drive hexagon bolts and screws
1700 Part 14	1996	Hexagon nuts
SANS 545	2009	Wooden doors
SANS 10124	2006	The application of soil insecticides for the protection of buildings
SANS 1263-2	2007	Safety and security glazing materials for buildings Part 2: Burglar-resistant and vandal-resistant glazing materials
SANS 1263-3	2007	Safety and security glazing materials for buildings Part 3: Bullet-resistant glazing materials

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SANS 10222-3	2007	Electrical security installations Part 3: Electric security fences (non-lethal)
SANS 10085-1	2004	Design, erection, use and inspection of access scaffolding.
SANS 121	2011	SABS ISO 1461 Hot dip galvanized coatings on fabricated iron and steel articles

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

3.1.17 *Contractor's* Equipment

- Earthworks machines (yellow plant)
- Necessary tools to be used for drainage construction

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

3.1.19 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

- Only authorised personnel must operate the equipment.
- Installation and dismantling must be done or supervised by qualified personnel

3.1.20 Equipment provided by the *Employer*

- None, the *Contractor* shall bring her/his equipment to execute the works.

3.1.21 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

- TFR will provide no equipment for *Contractor's* use.

3.1.22 Site services and facilities:

- The *Contractor* is to allow for a 6m x 3m air-conditioned site office with two desks and two chairs for the Consultant's engineer and construction personnel. The *Contractor* is to allow for all electrical connections and COC sign-off. The *Contractor* is to allow for offices for his team and storage facilities for equipment, material etc.
- Disposal and electricity at these relevant sites during the installation of the equipment.
- *Contractor* shall provide everything else necessary for providing the Works.

3.1.23 The *Employer* provides the following facilities for the *Contractor*:

- Site access certificate will be issued to the contractor, after safety induction.
- No TFR facilities will be given to the contractor for use.

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

3.1.25 Facilities provided by the *Contractor*:

- The *Contractor* shall make necessary arrangements for sanitation, water, waste disposal and electricity at these relevant sites during the installation of the equipment.
- No camps will be allowed within or next to TFR properties.

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3.1.26 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

- None

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

3.1.28 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.29 Survey control and setting out of the *works*

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Contractor will conduct their own surveys for the execution of the work.

3.1.30 The *Employer* provides the following information and survey controls for the *Contractor*:

- No applicable

3.1.31 Excavations and associated water control

- All excavations deeper than 1.5m are to be shored or similar as per the requirements of the **OHSACT**. All necessary precautions need to be taken to secure and make existing services safe that have been located in any excavation. The *Employer* will decide whether adequate steps have been taken to secure and make existing services safe.
- Transportation of all excavated material beyond the free haul distances applicable will be regarded as overhaul. Overhaul will be classified as limited overhaul or limited overhaul plus long overhaul as described in SANS 1200D for the following ranges
- Free haul: The first 0.5km
- Limited overhaul: first 10km beyond the end of the applicable free haul by the shortest practicable route.
- Long overhaul: remainder of the overhaul distance by the shortest practicable route.
- The cost of keeping excavations free of rain and surface water is to be included in the rates. The cost of dewatering and pumps to deal with ground water must be approved by the project manager in writing before such dewatering takes place. The *Project Manager* is to be informed of the depth of the water table and will decide whether or not de-watering is required. The construction schedule is to minimize de-watering durations wherever possible. The *Contractor* is to specify the de-watering duration; claims for additional de-watering durations will only be entertained due to delays caused by the *Employer*.

3.1.32 Underground services, other existing services, cable and pipe trenches and covers

- The *Contractor* is to exercise extreme care when excavating to ensure that unknown services are not damaged.

3.1.33 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* undertakes the following:

- No digging shall be done in the absence of *Employer*.
- If any previously unrecorded services or other objects are discovered during investigations and excavations, the *Employer* shall be notified in writing. An accurate description, including dimensions, levels related to reference datum and other relevant details of such services shall be prepared and supplied to the *Employer*

3.1.34 Control of noise, dust, water and waste.

- Proper PPE shall always be worn on site.
- Refuse bags shall always be on site.

3.1.35 The *Contractor* complies with the following:

- *Contractor* shall issue the employees with correct PPE.
- *Contractor* shall issue refuse bags.

3.1.36 Giving notice of work to be covered up through site diary.

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3.1.37 notifies the *Supervisor* of the following elements of the *works* which are to be covered up:

- The *Contractor* shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager* or *Supervisor* must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the *Project Manager* or *Supervisor* in writing.

3.1.38 Hook ups to existing *works*

- No constraints to the works.

3.1.39 The *Contractor* complies with the following constraints in the execution of the *works*:

- None.

3.2 Completion, testing, commissioning and correction of Defects

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

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

Item of work	To be completed by
Construction of sub-surface drainage	Prior Completion Date
Installation of concrete U channel drainage	Prior Completion Date

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

- NONE

3.2.3 Use of the *works* before Completion has been certified

- Not applicable.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

- Not applicable.

3.2.5 Materials facilities and samples for tests and inspections

- Not applicable.

3.2.6 The *Contractor* provides the *Employer* with the following as ECC Clause 40.2:

- Not applicable.

3.2.7 The *Employer* provides the *Contractor* with the following as ECC Clause 40.2:

- Not applicable.

3.2.8 Commissioning

- Commissioning shall be done after completion of the works.

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3.2.9 provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

- The contractor shall have a representative to witness the commissioning of the equipment.
- Any defects identified during commissioning shall be rectified immediately.

3.2.10 Start-up procedures required to put the *works* into operation

- Any defects identified during commissioning shall be rectified immediately.

3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:

- The contractor shall rectify defects in the presence of TFR representative

3.2.12 Take over procedures

- After all defects have been corrected to the satisfaction of TFR representative, the contractor shall handover the site to TFR.

3.2.13 The *Contractor* provides the following assistance to the *Employer*:

- None

3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.

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

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

- A technician/track master from TFR will provide access to the site
- No work shall be done without the presence of a TFR representative.

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

- Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of *Employer*, and to the account of the *Contractor*.
- The *Contractor* shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by *Employer* of such defects.
- Should the *Contractor* fail to comply with the requirements stipulated above, *Employer* shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the *Contractor* shall reimburse *Employer* the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.

3.2.18 Performance tests after Completion

- Not applicable

3.2.19 The *Contractor* performs the following performance tests after Completion of the *works*:

- Not applicable

3.2.20 Training and technology transfer

- Not applicable.

3.2.21 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:

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- Not applicable.

3.2.22 arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

- Not applicable.

3.2.23 Operational maintenance after Completion

- Not applicable.

3.2.24 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

- Not required.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations

- Not applicable

4.2 Building works

4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works Information* and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

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Where the word or expression “bills of quantities” is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer’s Works Information* paragraph 3.1.6 states details of the *Contractor’s*

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title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
 - Where the word or expression "Employer" is used, read "*Employer*";
 - Where the word or expression "Contractor" is used, read "*Contractor*";
 - Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
 - Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
 - "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
 - "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
 - "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
 - "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

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- 4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.
- 4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
Where the word or expression "Plant" is used, read "Equipment".
- 4.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.
- 4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
Where the word or expression "specification" is used, read "Works Information".
- 4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "*Supervisor*".
- 4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 List of specifications

Title	Date or revision	Tick if publicly available
BBH 3293	TFR	

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
BBH 3293	1	

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick Off meeting	Once off.	Bronkhorstspuit Depot	<i>Project Manager</i> <i>Technical officer</i> <i>Contractor</i>
Risk register and compensation events	Daily	Bronkhorstspuit Depot	<i>Project Manager</i> <i>Technical officer</i> <i>Contractor</i>
Overall contract progress and feedback	Daily	<i>Bronkhorstspuit Depot</i>	<i>Project Manager</i> <i>Technical officer</i> <i>Contractor</i>
SHE meetings	Weekly	<i>Bronkhorstspuit Depot</i>	<i>Project Manager</i> <i>Technical officer</i> <i>Contractor</i> <i>Safety Manager</i> <i>Environmental Manager</i>

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

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

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor Documentation Submittal Requirements*' Standard included in Annexure 1 (refer DOC--STD-0001).

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

6.3 Safety risk management

6.3.1 The *Contractor* complies with the following SMP:

- See attached E4E document

6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

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- 6.3.3 The *Contractor* performs the *works* having due regard to the HSSP.
- 6.3.4 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required.
- 6.3.5 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the supervisor.
- 6.3.6 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP will be given to the contractor during kick off meeting.
- 6.3.7 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in:
- E7/2 SPECIFICATION FOR WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT.

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the

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Contractor shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 14 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate has been issued by the SHEC and signed off by the *Project Manager*.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.4.3 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.

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DESCRIPTION OF THE WORKS: FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15

- 6.4.4 The *Project Manager* is responsible for ensuring that the *Contractor* complies with the CEMP. The *Project Manager* acts on behalf of the *Employer*.
- 6.4.5 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described under paragraph 2.4 of the *Works Information*, together with the associated environmental method statements.
- 6.6.2 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.3 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.4 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's Works Information* to normal hours of a working days and what is a normal working week].
- 6.6.5 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below

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- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
- 6.6.6 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.7 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.8 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.9 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].
- 6.6.10 Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

6.7 Contractor's management, supervision and key people

- 6.7.1 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the SHEO and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.
- 6.7.2 The CSHEO tasks are:
- Daily, weekly and monthly inspections of the Site and Working Areas.
- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
- Reporting of an environmental incident to the *Project Manager*
 - Attendance at all SHE meetings, toolbox talks and induction programmes.
 - Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - Ensuring that environmental signage and barriers are correctly placed [this is superfluous unless specific Contractor obligations explain signs and barriers placement under the PES]
- The CSHEO submits daily, weekly and monthly checklists to the SHEC.
- 6.7.3 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.
- 6.7.4 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to Project Manager or his representative.
- 6.7.5 The CIRP tasks are:
- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;

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- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
 - Represent the *Contractor* at all industrial relations meetings;
 - Represent the *Contractor* on the IRCC.
- 6.7.6 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works* Information.

6.8 Insurance provided by the Employer

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

6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees

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

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

6.11 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

6.11.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect: •
Records of design employees location of work (if appropriate); and

6.11.2 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);
- Records of material used and people employed outside the Working Areas (if applicable);

6.12 The *Contractor's* Invoices

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

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

6.12.3 The invoice states the following: Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number

The invoice contains the supporting detail [Site diaries].

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

6.12.5 Invoices submitted by email are presented to: Nkosinathi.Thwala@tansnet.net

Invoices submitted by hand are presented to: Nkosinathi Thwala

Transnet Freight Rail

Witbank Station building

Witbank

1035

For the attention of Nkosinathi Thwala.

The invoice is presented as an original.

6.13 People

6.13.1 Minimum requirements of people employed on the Site •

Earthworks supervisor

- general workers.

6.13.2 The *Contractor* complies with the following PIRPMP

7.3.2.1 CONTRACTOR LIABILITY

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

2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 2.1. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The *Contractor* warrants that it will compensate the *Employer* for any costs *Employer* incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 2.3. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

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- 2.3.1. To prepare and deliver to *Employer*, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- 2.3.2. The Industrial Action Report must provide at least the following information:
- 2.3.2.1. Industrial incident report,
 - 2.3.2.2. Attendance register,
 - 2.3.2.3. Productivity / progress to schedule reports,
 - 2.3.2.4. Operational contingency plan,
 - 2.3.2.5. Site security report,
 - 2.3.2.6. Industrial action intelligence gathered.
- 2.3.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.3.4. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 2.5. Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- 6.13.3 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer* [include details as appropriate ex:
- 6.13.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
- The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 6.13.5 The PIRM specific tasks are:
- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- 6.13.6 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- 6.13.7 The SIRM specific tasks are:
- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP.

6.14 Plant and Materials

6.14.1 Quality

6.14.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.14.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.14.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.14.5 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.15 Tests and inspections before delivery

6.15.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials.

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the works.

It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the Employer prior to award of contract now become obligations of the Contractor per core clause 20.1.

Typical sub headings could be:

- a) Contractor's design*
- b) Plant and Materials specifications and schedules c) Other*

This section could also be compiled as a separate file.

It is recommended that C3.2 Contractor's Works Information should always be a separate file.

NEVER design the works for the Contractor and then refer to such design as "Works Information provided by the Contractor". Either leave alone altogether for the Contractor to create its own authorship, or do the minimum as stated above and include sub-headings only for the Contractor to fill out itself.

See Contract Data - Part 2 optional statement:

If the Contractor is to provide Works Information for his design

- The Works Information for the Contractor's design is in.*

NB, it is a quality decision (involving, inter alia, available programme) as to whether or not the ECC tender document compiler includes the optional statement in Contract Data - Part 2 (with corresponding statements in the tender document 'Instructions to Tenderers') for the Contractor to provide design solutions (and to what extent) at tender return via Contract Data insertions (for inclusion in the Contract) at tender return. The reason for including the optional statement at Contract Data - Part 2 is to undertake appraisal of the (tendering) Contractor's design solutions at tender return, for comparison of solutions by tenderers, which might form the basis of tender evaluation criteria (and to ensure there are no surprises or wacky design solutions on offer).



PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

Bronkhorstspuit site construction is located in Bronkhorstspuit train station, next to Bronkhorstspuit siding and Perway depot. The site is accessible if a crane required.

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

There is an existing sub-surface drainage perforated pipes installed and a concrete U channel drainage system of which the work will be liked to these existing systems.

1.3. Subsoil information

Sub-surface drainage system



1.4. Hidden services

No hidden services

1.5. Other reports and publicly available information

Method statement and program will have to be provided by the Contractor.

Annex C

MANDATORY RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Summary Schedule

(C1) Tender No.	ERACYS-PRC-38151
(C2) Tender description:	FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE: BRONKHORSTSPRUIT RAIL KM 60/7 – 61/15
(C3) Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION, PERMANENT WAY MATERIAL, PLASTIC PIPES, LEATHER, TEXTILE AND FOOTWEAR
(C4) Tender Authority:	TRANSNET FREIGHT RAIL
(C5) Tendering Entity name:	
(C6) Tender Exchange Rate:	ZAR` <input type="text"/> <input type="text"/> <input type="text"/>
(C7) Specified local content %	100% STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION, PERMANENT WAY MATERIAL & PLASTIC PIPES, TEXTILE, LEATHER AND FOOTWEAR

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	PRELIMINARY AND GENERAL										
1,1,1	Tools and Equipment (spades, forks,ect)										
1,1,2	Personal Protective Equipment (safety boots, vests,ect)										
3	MATERIAL										
3,1	19 mm coarse aggregates										
3,2	Bidim A4 roll										
3,3	150 mm HDPE geopipes										
3,4	Supply and delivery of G5 material										

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D

ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	ERACYS-PRC-38151	Note: VAT to be excluded from all calculations
(D2) Tender description:	FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK RAILWAY LINE:	
(D3) Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION, PERMANENT WAY MATERIAL, PLASTIC PIPES, LEATHER, TEXTILE AND FOOTWEAR	
(D4) Tender Authority:	TRANSNET FREIGHT RAIL	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:		

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

ESSENTIAL RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ERACYS-PRC-38151
(E2)	Tender description:	FOR THE CONSTRUCTION OF SUBFACE AND SUB-SURFACE DRAINAGE SYSTEMS ALONG THE RAYTON TO WITBANK STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION, PERMANENT WAY MATERIAL, PLASTIC PIPES, LEATHER, TEXTILE AND FOOTWEAR
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000 **the dti** Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product

that are used up or permanently altered in the process of manufacturing, such as basic chemicals.) **E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

**TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND
CONSTITUTIONAL INSTITUTIONS**

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 15 OF 2016/2017.

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD
OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR STEEL
PRODUCTS AND COMPONENTS FOR CONSTRUCTION.**

1. PURPOSE

- 1.1 The purpose of this instruction note is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure steel products and components for construction which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 ("the regulations") issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on the 7 December 2011, make provision for the Department of Trade and Industry (**the dti**) to designate sectors in line with the national development and industrial policies for local production.
- 2.2 Regulation 9 (1) of the Regulations prescribes that, in the case of designated sectors, wherein the award of bids for local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 **the dti** has designated and determined the stipulated minimum threshold for steel products and components for construction for the state procurement for local production and content.

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 15 OF 2016/2017: STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

3. PRODUCT DESIGNATION

- 3.1 In this instruction note, steel products and components for construction have been recommended for designation
- 3.2 Steel products and components for construction refer to:
- 3.2.1 **Fabricated structural steel** which includes a wide range of free standing shapes, cross sections and sizes of steel metal pieces produced through a variety of operations according to a specific design, certain standards of chemical composition and mechanical properties. The fabricated components are produced from various primary and downstream steel products, including: channels (parallel and taper flanges); I-beams and H-beams; angles (equal and unequal); bars (flat; square and round); reinforcing bar and fasteners. The fabrication comprises of detailing (cutting, rolling, drilling, bending, grinding and machining), fitting, welding and/or, fastening, surface preparation (cleaning) and surface protection (coating) of steel components for application in an assortment structures.
- 3.2.2 In addition to the processes in 3.2.1; **joining components** such as gussets, cleats, stiffeners, splices, plates, cranks, kinks, doglegs, holes, girders, spacers, tabs, brackets, fasteners (bolts, nuts, rivets and nails) are used for connection and assembly of structures.
- 3.2.3 **Frames** refer to all rigid structures that surround doors, windows, patio, showers and built-in-cupboards made of steel.
- 3.2.4 **Roof Cladding** refers to a layer of covering applied to a roof in order to provide both weather protection and aesthetic appeal which consist of large sheets of material, or many small, overlapping units made of steel.
- 3.2.4.1 **Vertical cladding** refers to the protective or insulating layer fixed to the outside of a building or another structure for aesthetic appeal made of steel.
- 3.2.5 **Wire Products** refers to all downstream wire products manufactured from hot-rolled ferrous wire rod coils, including drawn wire – carbon/alloy steel (galvanised or plain), articles of wire – forged, wire rope/strand, fabric reinforcing, all fencing wire (barbed, welded mesh, hexagonal wire netting, diamond mesh), welding electrodes nails/tacks, chains, gabions, springs and screws.
- 3.2.6 **Fasteners** refer to hardware products that mechanically join or affix two or more steel components.
- 3.2.7 **Ducting and Structural Pipework** refers to non-conveyance tubing fabricated from steel sheeting and plate with structural supports.
- 3.2.8 **Gutters, downpipes & launders** refers to drainage systems made from sheeting associated with roofing
- 3.2.9 **Primary steel products** which includes flat and long products which are converted into value-added steel products in 3.2.1 to 3.2.8 as well as for reinforcement of buildings and structures.

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3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

3.4 In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection processes (cleaning and coating/galvanising)) used in the production of steel products and components for construction are deemed as locally manufactured input materials.

3.5 The imported input raw materials, as specified in 3.4, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.

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The application of this instruction note is applicable where an organ of state purchases directly from the manufacturer, in a case of turnkey projects (design, build, operate and/or transfer) and/or on purchases for maintenance and repairs where a contract is awarded for a project which the designated products are part of the bill of quantities or materials to be utilised in the entire project.

- 3.6 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 3.7 For further information, bidders and procuring state organs may contact the following units with **the dti**: Metals Fabrication, Capital and Rail Transport Equipment at telephone 012 394 1356 or email Thandi Phele at TPhele@thedti.gov.za and Primary Minerals processing & Construction at telephone 012 394 5157 or email Tapiwa Samanga at TSamanga@thedti.gov.za.
- 3.8 Bid specifications for the designated products in this instruction note may be done in collaboration with **the dti**.

4. INVITATION OF BIDS FOR STEEL PRODUCTS AND COMPONENTS

- 4.1 Bids in respect of steel products and components for construction must contain a specific bidding condition which states that:
- 4.1.1. Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold for local production and content will be considered.
- 4.1.2. If the quantity of steel products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and/or at the designated local content threshold stipulated in paragraph 3.3 at any particular time, bidders and the procuring entities should obtain written exemption from **the dti**. **the dti**, in consultation with the procuring organ of state and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective SA industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions;
 - materials of construction; and
 - security of supply
- 4.1.3. Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.
- 4.2 AOs/AAs must stipulate in bid invitations that:

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- 4.2.1. the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and
- 4.2.2. only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content

- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

Where

x is the imported content in Rand

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

(in the case of turnkey products/projects x and y will only refer to the value of steel products and components in the project)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

- 4.4 **AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.**
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- (a) the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;
 - (b) bidders must submit a certificate from a registered auditor confirming that the Local Content Declaration Templates have been audited and certified as correct. (See paragraph 5 of the Declaration Certificate); and
 - (c) the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

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4.7 Benchmark / market related prices

4.7.1. AOs/AAs are required to ensure that reasonable or market related prices are secured for steel products and components for construction being procured taking into account factors such as benchmark prices, value for money and economies of scale.

4.7.2. For this purpose, AOs/AAs may approach **the dti** for assistance, where possible, with benchmark prices for steel products and components for construction that have been designated for local production and content. **The dti** will be in a position to provide price references for the different products that have been designated for local production and content.

4.8 Bid specifications for the sub-sectors referred to in paragraph 3 above and the price benchmarking referred to in paragraph 4.7 above must be done in collaboration with the dti. Contact information in this regard is provided in paragraph 8 below.

5. EVALUATION OF BIDS FOR STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

5.1 A two stage evaluation process may be followed to evaluate the bids received.

5.1.1. First stage: Evaluation in terms of the stipulated minimum threshold for local production and content

5.1.1.1 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.

5.1.1.2 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.

5.1.1.3 The amendment of the stipulated minimum threshold for local production and content is not allowed.

5.1.1.4 A bid may be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content unless written exemption has been granted to the bidder by **the dti** to bid at a lower local content level; and
- The Declaration Certificate for Local Content (SBD / MBD 6.2), the Annex C (Local Content Declaration: Summary Schedule) and the registered auditors' certificate referred to in paragraphs 4.6 (a) and (b) are not submitted as part of the bid documentation.

5.1.1.5 AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 15 OF 2016/2017: STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

- 5.1.2.1 Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.
- 5.1.2.2 AOs/AAs must ensure that contracts for steel products and components are awarded at prices that are market related taking into account, among others, the dti's pre-determined benchmark prices, value for money and economies of scale.
- 5.1.2.3 Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

- 6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1 Once bids are awarded, **the dti** must be:
 - (i) notified of all the successful bidders and the estimated value of the contracts; and
 - (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 9 of the Preferential Procurement Regulations, 2011.

8. CONTACT INFORMATION

- 8.1 **Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 15 OF 2016/2017: STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

Fax: (012) 394 4927

EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

9.1 This instruction applies to all National and Provincial Departments, Constitutional Institutions; Public Entities listed in schedules 2 and 3 to the PFMA, and, Municipalities and Municipal Entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE

10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction to the attention of Accounting Authorities and the supply chain management officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.

10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction to the attention of the supply chain management officials of their Municipalities and Municipal entities.

10.4 Accounting Authorities of Schedule 2, 3B and 3D Public Entities are requested to bring the contents of this Instruction to the attention of the supply chain management officials of their Public Entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Instruction Note will be forwarded to the Auditor-General for notification.

12. AUTHORITY FOR THIS INSTRUCTION NOTE AND EFFECTIVE DATE

12.1 This Instruction is issued in terms of Regulation 9(2) of the Preferential Procurement Regulations, 2011 and takes effect on the date of issuance.

12.2 This Instruction takes effect on 1 February 2017.



SCHALK HUMAN
ACTING CHIEF PROCUREMENT OFFICER
DATE: 13.01.2017



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001

Enquiries: Jeyrel Soobramanian Tel: (012) 315 5336 Fax: (012) 315 5343
E- mail: jeyrel.soobramanian@treasury.gov.za

**TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND
CONSTITUTIONAL INSTITUTIONS**

**ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL
ENTITIES**

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR THE TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR

1. PURPOSE

- 1.1 The purpose of this instruction note is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure Textiles, Clothing, Leather and Footwear which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 which came into effect on 7 December 2011 make provision for the dti to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 9(1) of the Regulations prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 To this end, the dti has designated and determined the stipulated minimum threshold for the Textiles, Clothing, Leather and Footwear sector for local production and content.

3. SECTOR DESIGNATION

- 3.1 The stipulated minimum threshold percentages for local production and content for the Textiles, Clothing, Leather and Footwear sector is 100%.

3.2. The Designation constitutes sub-sectors from the following (Standardised Industry Classifications) SIC Codes:

SIC CODE	DESCRIPTION
31111	Preparatory activities in respect of animal fibres, including washing, combing and carding of wool.
31112	Prep activities for vegetable fibres
31113	Spin, weave and finishing of yarns and fabrics of wool
31114	Spin, weave and finishing of yarns and fabrics of vegetable fibres
31120	Finishing of textiles.
31210	Manufacture of made-up textiles articles, except apparel.
31211	Manufacture of blankets etc
31212	Manufacture of tents, tarpaulins, etc
31213	Manufacture of automotive textile goods
31214	Manufacture of made-up textiles articles and fibres except apparel.
31219	Manufacture of other textile articles
31220	Manufacture of carpets, rugs and mats.
31230	Manufacture of cordage, rope, twine and netting.
31231	Curtaining excluding where the core business of an enterprise is upholstery or furniture.
31290	Manufacture of other textiles.
31291	Manufacture of textiles, clothing, leather goods and other textiles.
31292	Fashion clothing, textiles and footwear manufacture and design.
31300	Manufacture of knitted and crocheted fabrics and articles.
31301	Garment & hosiery knitting mills
31309	Other knitting mills
31400	Manufacture of wearing apparel, except fur apparel.
31401	Manufacture of men's & boys' clothing
31402	Manufacture of women's & girls' clothing
31403	Bespoke tailoring
31404	Manufacture of hats etc
31500	Dressing and dyeing of fur; manufacture of artificial fur, fur apparel and other art.
31610	Tanning and dressing of leather.
31620	Manufacture of luggage, handbags and the like, saddlery and harness.
31621	Manufacture of travel goods

31629	Manufacture of other leather goods
31700	Manufacture of footwear.
31701	Manufacture of footwear from material other than leather.

4. INVITATION OF BIDS FOR THE TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR

4.1 Bids in respect of Textiles, Clothing, Leather and Footwear must contain a specific bidding condition that:

- only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.
- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input; and
- A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the Clothing, Textile, Footwear and Leather Unit within the dti at telephone 012 394 3717/1390.

4.2 AOs/AAs must stipulate in bid invitations that:

- (i) the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- (ii) only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- (a) the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the **Annex C (Local Content Declaration: Summary Schedule)** must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
 - (b) the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.
- 4.7 **Benchmark / market related prices**
- 4.7.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the Textiles, Clothing, Leather and Footwear, being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 4.7.2 For this purpose, AOs/AAs may approach the dti to assist, where possible, with benchmark prices for the Textiles, Clothing, Leather and Footwear that have been designated for local production and content. The dti will be in a position to provide price references for the different products that have been designated for local production and content.
- 4.8 Bid specifications for the sectors, sub-sectors or products referred to in paragraph 3 above and the price benchmarking referred to in paragraph 4.7 above must be done in collaboration with the dti. **Contact information in this regard is provided in paragraph 8 below.**

5. EVALUATION OF BIDS FOR TEXTILES, CLOTHING, LEATHER AND FOOTWEAR

- 5.1 A two stage evaluation process may be followed to evaluate the bids received.
- 5.1.1 **First stage: Evaluation in terms of the stipulated minimum threshold for local production and content**
- 5.1.1.1 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- 5.1.1.2 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.

5.1.1.3 The amendment of the stipulated minimum threshold for local production and content is not allowed.

5.1.1.4 AOs / AAs must ensure that the Declaration Certificate for Local Content (SBD / MBD 6.2) and the Annex C (Local Content Declaration: Summary Schedule) referred to in paragraphs 4.6 (a) and (b) are submitted as part of the bid documentation.

5.1.1.5 The dti has the right to, as and when necessary, request for auditors certificates confirming the authenticity of the declarations made in respect of local content.

5.1.1.6 AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

5.1.2.1 Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. The evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.

5.1.2.2 AOs/AAs must ensure that contracts for Textiles, Clothing, Leather and Footwear are awarded at prices that are market related taking into account, among others, benchmark prices, value for money and economies of scale.

5.1.2.3 Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

7.1. Once bids are awarded, the dti must be:

- (i) notified of all the successful bidders and the value of the contracts; and
- (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.

7.2 The purpose of the requirements of paragraph 7.1 above is for the dti to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

7.4 Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in

order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

8. CONTACT INFORMATION

8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti in respect of paragraph 7.1 above must be directed as follows:

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Mr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

9.1 This instruction note applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA and municipalities and municipal entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE

10.1 Heads of provincial treasuries are requested to bring the contents of this instruction note to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting officers of national and provincial departments are requested to bring the contents of this instruction note to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.

10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this instruction note to the attention of the supply chain management officials of their municipalities and municipal entities.

10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this instruction note to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Instruction Note will be forwarded to the Auditor-General for notification.

12. AUTHORITY FOR THIS INSTRUCTION NOTE AND EFFECTIVE DATE

- 12.1 This instruction Note is issued in terms of regulation 9(2) of the Preferential Procurement Regulations, 2011 and takes effect on the date of issuance.



PRAVIN J GORDHAN
MINISTER OF FINANCE
DATE: 16-07-2012



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND
CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL
ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

**NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 2 OF 2017/2018:
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM
THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR RAIL PERMANENT WAY
SECTOR**

1. PURPOSE

- 1.1 The purpose of this circular is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure Rail Permanent Way Sector which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2017 ('the regulations') made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on 01 April 2017 make provision for the Department of Trade and Industry (**the dti**) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 8(1) and 8(2) of the Preferential Procurement Regulations 2017 prescribe that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 To this end, **the dti** has designated and determined the stipulated minimum threshold for the Rail Permanent Way sector for local production and content.

3. SECTOR DESIGNATION

- 3.1 A permanent way is the structure consisting of the rails, fasteners, railroad ties (sleepers) and ballast or slab track, plus the underlying subgrade. It enables trains to move by providing a dependable surface for their wheels to roll.
- 3.2 In this circular, the Rail Permanent Way sector system/subsystem and components have been recommended for designation.
- 3.3 Rail permanent way sector system/subsystem and components refers to:
- 3.3.1 **Rails** which are widely used in the making of rail tracks and consist of two parallel steel tracks and lies steadily on the railway sleepers. These will also include rail joints.
- 3.3.2 **Ballasts** refer to gravel or coarse stone used to form the bed of a railway track.
- 3.3.3 **Ballastless track** consists of steel rail resting on concrete supports via rubberised cork absorption pads with galvanised steel tie beams which wrap around the concrete members rather than being cast into the concrete as with other ladder tracks.
- 3.3.4 **Turnouts, crossings and accessories** comprise of mechanical installations enabling railway plays an important role is as afar as safety is concerned, it allows the train to switch from one track to another. This will also include frogs and blades.
- 3.3.5 **Railway sleepers** support and restrain the rails. They transfer and spread the vertical load from the bottom of the rail to the ballast. Sleepers can be made of steel, concrete or wood, plastics or other materials.
- 3.3.6 **Rail fastening system and accessories** is used to fix rails to railway sleeper or railroad ties, which is usually comprised of rail anchors, rail tie plates, fishplate, chairs, fasteners, spikes, track bolt, nut and bolt, oval neck, diamond neck, button-head, cast iron shoulders, pressed mild steel shoulders, elastic clips, gage tie bar, check rail, screw & track spike, etc.
- 3.3.7 **Maintenance of way plant & equipment** includes railway track maintenance and construction machines for 1067mm and 1435mm gauge, both rail-bound and road rail. These include track maintenance equipment (i.e. sleeper, rail drilling, rail grinding, ballast tamping, ballast screener, ballast regulator and drain cleaning machines) as well as conditioning monitoring machinery, track safety equipment and track lubricators, cranes and material handlers.

3.4 Table 1 indicates the stipulated minimum local content rail permanent sector

Table1: Rail Permanent Sector

System/ Sub-systems and Component	Local content threshold
Rail Permanent Way sector	90%

3.5 Table 2 provides the stipulated minimum threshold for local content for Rail Permanent Way Sector. To ensure that the minimum local content designated is applied on manufacturing activities, the following system/subsystem and components which have been designated must also be included in bid invitations of bids for CAPEX & OPEX:

Table 2: Rail Permanent Way Sector system/subsystem and components

No	System/ Sub-systems and Components	Local content threshold
1.	Rails and rail joints	100%
2.	Ballasts	100%
3.	Ballastless	100%
4.	Turnouts /switches and crossings	100%
5.	Railway sleepers	100%
6.	Rail fastening and accessories	100%
7.	Railway maintenance of way plant & equipment	70%
8.	Assembly and testing of fully built units	100%

3.6 All primary steel related products: flat products (plates, coils and seamless tubes) and long products (rounds, forged, angles, sections and wire related products) are included in this designation and must be manufactured and sourced locally. This is to support and sustain the existing local steelmaking capacity.

3.7 All castings and forgings related products made of ductile iron; aluminium; stainless steel; and mild steel, relating to the assembly and manufacture of Rail permanent way sector (system/subsystem and components as indicated in paragraph 3.2 to 3.5) are included in this designation and must be manufactured and sourced locally. This is to support and sustain the existing local foundry industry and the creation of additional castings and forging capabilities.

- 3.8 In this designation, imported input raw materials (i.e. concrete products additives, steel products additives, coke - refractories, raw copper rod, paper and boards for insulation; aluminum billets and rod; ceramics, porcelain, reinforced fibre glass, polymers (i.e Hytel) and epoxy resins are deemed as locally manufactured input materials. These inputs should be imported in raw material form for further fabrication in South Africa.
- 3.9 The imported input raw materials and finished components indicated in 3.8 used for the assembly and manufacture of Rail Permanent Way Sector will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.10 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 3.11 For further information, bidders and procuring state organs may contact the Metal Fabrication, Capital and Transport Equipment Unit within **the dti** at telephone 012 394 1356/3138/3522 or email Thandi Phele: TPhele@thedti.gov.za

4. INVITATION OF BIDS FOR RAIL PERMANENT WAY SECTOR

- 4.1 Bids in respect of Rail Permanent Way Sector must contain a specific bidding condition that:
- 4.1.1. Only locally produced or locally manufactured Rail Permanent Way Sector with a stipulated minimum threshold for local production and content will be considered.
- 4.1.2. If the quantity of materials and/or products required cannot be wholly sourced from South African (SA) based manufacturers and/or at the designated local content threshold stipulated in paragraph 3.4 and 3.5 at any particular time, bidders and the procuring entity should obtain written approval from **the dti** to supply the remaining portion at a lower local content threshold. Such approval requests should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring organ of state and the local industry, may grant such approval on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective SA industry manufacturing capacity at that time;
 - delivery times;
 - security of supply;
 - availability of input materials, key components; and
 - technical considerations including operating conditions.
- 4.2 AOs/AAs must stipulate in bid invitations that:
- 4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the bid; and

4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.

4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on **the dti's** official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) applies.

4.6 AOs/AAs must stipulate in the bid documentation that:

(a) The Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with **Annex C (Local Content Declaration: Summary Schedule)** must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and

(b) The rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

4.7 Market related prices:

4.7.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for Rail Permanent Way being procured taking into account factors such as value for money and economies of scale.

4.8. Bid specifications for the sector referred in paragraph 3 above may be done in collaboration with **the dti**. Contact information in this regard is provided in paragraph 8 below.

5. EVALUATION OF BIDS FOR RAIL PERMANENT WAY SECTOR

- 5.1 An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

- 6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 5 of the PPR of 2017 and paragraphs 6 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1. Once bids are awarded, **the dti** must be:
- (i) Notified of all the successful bidders and the value of the contracts; and
 - (ii) Provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 7.4. Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content **the dti** must be informed accordingly in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

8. CONTACT INFORMATION

- 8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to **the dti** in respect of paragraph 7.1 above must be directed as follows:
The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
Email: TMakube@thedti.gov.za

9. APPLICABILITY

- 9.1 This circular applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA and municipalities and municipal entities to which the MFMA applies.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR

- 10.1 Heads of provincial treasuries are requested to bring the contents of this circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.
- 10.2 Accounting officers of national and provincial departments are requested to bring the contents of this circular to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.
- 10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this circular to the attention of the supply chain management officials of their municipalities and municipal entities.
- 10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this circular to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

- 11.1 A copy of this Circular will be forwarded to the Auditor-General for notification.

12. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE

- 12.1 This circular is issued in terms of Regulation 8(1) and 8(2) of PPR, 2017 and takes effect on 2 December 2017.



WILLIE MATHEBULA
ACTING CHIEF PROCUREMENT OFFICER

DATE: 13.11.2017



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND
CONSTITUTIONAL INSTITUTIONS
ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES
ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES
HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 1 OF 2019/2020:

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM
THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR PLASTIC PIPES**

1. PURPOSE

- 1.1 The purpose of this circular is to provide information to accounting officers (AOs) and accounting authorities (AAs) in terms of which they may procure the Plastic Pipes which have been designated for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2017 ('the regulations') made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on 01 April 2017 make provision for The Department of Trade and Industry (**the dti**) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 8 (2) of the regulations prescribes that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 To this end, the dti has designated and determined the stipulated minimum threshold for the Plastic Pipes for local production and content.

3. SECTOR DESIGNATION

3.1 Plastic Conveyance Pipes Definition:

Pipes are hollow cylinders or tubes used to convey water, gas, oil, or other fluid-like substances. Pipes are made in many materials including ceramic, fiberglass, many metals, concrete and plastic. Plastic pipes have a variety of characteristics such as

flexibility, lightweight, endurance, corrosion-proof, etc. that allow plastic pipe systems to fulfil a wide variety of service requirements. They are therefore used in infrastructure applications, such as drinking water supply and distribution, gas transmission and distribution, land and underground drainage, sewerage disposal and underground cable protection, all of which may be divided as pressure and non-pressure pipelines. Plastic piping networks form an integral, expensive, long term and extremely important part of the infrastructure of this country.

3.2 Pipe types and diameters:

There are four (4) classes of pipes with varying diameters that are used in water and sanitation infrastructure. Depending on the raw material used, plastic pipes are classified under the following types:

- Polyvinyl chloride (PVC) pipes;
- High density polyethylene (HDPE) pipes;
- Polypropylene (PP) pipes and
- Glass reinforced plastic (GRP) pipes.

These are further divided into different diameter sizes ranging from **10 mm to 3700 mm**.

3.3 The stipulated minimum threshold percentages for local production and content for the Plastic Pipes is **100%**.

3.4 To ensure that local production and content is discharged on manufacturing activities, the following components must be included in bid invitations:

Product Types	Stipulated minimum threshold local content
Polyvinyl chloride (PVC) pipes	100%
High density polyethylene (HDPE) pipes;	100%
Polypropylene (PP) pipes	100%
Glass reinforced plastic (GRP) pipes	100%

4. INVITATION OF BIDS FOR PLASTIC PIPES

4.1 Bids in respect of Plastic Pipes must contain a specific bidding condition that only locally produced or locally manufactured Plastic Pipes with a stipulated minimum threshold for local production and content will be considered.

4.1.1 If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written approval from **the dti** to supply the remaining portion at a lower local content threshold. Such approval applications should be submitted and approval be

obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring organ of state, will grant approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- security of supply and emergencies.

4.1.2 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.

4.1.3 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

4.1.4 For further information, bidders and procuring state organs may contact the Plastics Unit within **the dti** at telephone 012 394 1406 or email **Thokozani Masilela**: TMasilela@thedti.gov.za

4.1.5 Bid specifications for Plastic Pipes referred to above may be done in collaboration with **the dti**.

4.2 AOs/AAs must stipulate in bid invitations that:

4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.

4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.

- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on **the dti's** official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act, whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) applies.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- 4.6.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
- 4.6.2 the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

5. EVALUATION OF BIDS FOR PLASTIC PIPES

- 5.1 An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

- 6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in PPR 2017 and the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1 Once bids are awarded, **the dti** must be:
- (i) notified of all the successful bidders and the estimated value of the contracts; and
 - (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to, among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

- 7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 12 (2) of the Preferential Procurement Regulations, 2017.

8. CONTACT INFORMATION

- 8.1 **Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

- 9.1 This Circular applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA, and municipalities and municipal entities to which the MFMA applies.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR

- 10.1 Heads of provincial treasuries are requested to bring the contents of this Circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.
- 10.2 Accounting officers of national and provincial departments are requested to bring the contents of this Circular to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.
- 10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their municipalities and municipal entities.
- 10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Circular will be forwarded to the Auditor-General for notification.

12. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE

12.1 This Circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect on **16 September 2019**.



WILLIE MATHEBULA

ACTING CHIEF PROCUREMENT OFFICER

DATE: 16.08.19