



## **Transnet Engineering**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

#### **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

<b>RFP NUMBER</b>	<b>: TE2022/09/0004/11898/RFP</b>
<b>ISSUE DATE</b>	<b>: 12 SEPTEMBER 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 19 SEPTEMBER 2022 at 11:00am</b>
<b>CLOSING DATE</b>	<b>: 07 OCTOBER 2022</b>
<b>CLOSING TIME</b>	<b>: 10H00AM</b>
<b>CLOSING VENUE</b>	<b>: E-TENDER SUBMISSION PORTAL</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

#### **NOTE:**

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:**

- **CIDB GRADING OF 3CE**

Tenderers are required to wear safety shoes, masks, long sleeve shirts and high visibility/ reflector vests.

- Tenderers without the recommended PPE will not be allowed on the site walk.
- Tenderers entering Transnet Premises will have to undergo Breathalyzer testing.
- All forms of firearms are prohibited on Transnet properties and premises.
- The relevant persons attending the meeting must send their full details to [lesley.mtungwa@transnet.net](mailto:lesley.mtungwa@transnet.net) / [Stanley.mchunu@transnet.net](mailto:Stanley.mchunu@transnet.net) and ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.
- **No person will be allowed without the RFP document and full PPE**



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**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet Engineering, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TE2022/09/0004/11898/R FP	ISSUE DATE:	12 SEPTEMBER 2022	CLOSING DATE:	07 OCTOBER 2022	CLOSING TIME:	10H00 AM
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DESCRIPTION	<b>FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR</b>
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**BID RESPONSE DOCUMENTS MAY BE UPLOADED ONTO E-TENDER SUBMISSION PORTAL**

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/RFP 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.

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>LESLEY MTUNGWA</b>	CONTACT PERSON	<b>STANLEY MCHUNU</b>
TELEPHONE NUMBER	<b>031 361 4355</b>	TELEPHONE NUMBER	<b>031 361 4189/071 889 6263</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<b>Lesley.mtungwa@transnet.net</b>	E-MAIL ADDRESS	<b>Stanley.Mchunu@transnet.net</b>

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		N U M B E R	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		N U M B E R	



			E R	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>				
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>				



**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: .....

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

## 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 REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>Or</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>▪ Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>▪ Click on "TENDERS";</li> <li>▪ Scroll towards the bottom right hand side of the page;</li> <li>▪ Click on "register on our new eTender Portal";</li> <li>▪ Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>▪ Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> </ul>

<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Available for download from 09 SEPTEMBER 2022
<b>SITE BRIEFING MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted on site (311, Solomon Mahlangu Drive, Transnet Engineering, Main Centre) The Compulsory Tender Clarification Meeting will start punctually at 11:00am the <b>19 SEPTEMBER 2022</b> and information will not be repeated for the benefit of Tenderers late.</p> <p><b>NOTE:</b></p> <p>Intention to attend the clarification/briefing session must be send to <a href="mailto:lesley.mtungwa@transnet.net">lesley.mtungwa@transnet.net</a> / <a href="mailto:Stanley.mchunu@transnet.net">Stanley.mchunu@transnet.net</a> From 12 SEPTEMBER 2022 until 19 SEPTEMBER 2022</p> <ul style="list-style-type: none"> <li>Tenderers are required to wear safety shoes, masks, long sleeve shirts and high visibility/ reflector vests.</li> <li>Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>Tenderers entering Transnet Premises will have to undergo Breathalyzer testing.</li> <li>All forms of firearms are prohibited on Transnet properties and premises.</li> <li>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2.1</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2.1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p>
<b>CLOSING DATE</b>	<p><b>10:00AM on THURSDDAY 06 OCTOBER 2022</b></p> <p>Tenderers must ensure that tenders are uploaded on the e-Tender Submission timeously to the correct tender number.</p>

## 2. Tender Submission

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TE2022/09/0004/11898/RFP

Description: FOR THE REPLACEMENT OF SEWER PIPELINE  
MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY  
42 FLOOR

Closing date and time: 07 October 2022 at 10:00AM

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

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

### 3. **DELIVERY INSTRUCTIONS FOR TENDER**

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- 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.

### 4. **Confidentiality**

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

### 5. **Communication**

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Lesley Mtungwa ([Lesley.mtungwa@transnet.net](mailto:Lesley.mtungwa@transnet.net) or [Stanley.mchunu@transnet.net](mailto:Stanley.mchunu@transnet.net)) before 16h00 on 19 September 2022, substantially in the form set out in Section 7 hereto. In the interest of fairness and transparency, Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose, Transnet will communicate with



Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

**After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Engineering Divisional Acquisition Council, at telephone number 031 361 5435/7, email [angel.mpofana@transnet.net](mailto:angel.mpofana@transnet.net) or [Nokuthula.kekana@transnet.net](mailto:Nokuthula.kekana@transnet.net) on any matter relating to its RFP.**

## 6. 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:

- 6.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 6.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 6.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 6.4. 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;
- 6.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 6.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 6.7. 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;
- 6.8. 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);
- 6.9. 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.
- 6.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.



- 6.11. 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 T2.2-2], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
7. 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.

#### 8. **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.....

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

#### **T1.2 Tender Data**

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data  Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules  <b>Part C: The contract</b>  Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities  Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantity  Part C3: Scope of work C3.1 Works Information  Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is:  Name: Lesley Mtungwa Address: 311, Solomon Mahlangu Drive, Bluff, Durban Tel No. 031 361 4355 E – mail: Lesley.mtungwa@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:  <b>1. Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b>  a) Only those tenderers who are registered with the CIDB with a minimum of 3CE.  <b>2. Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</b>  A minimum threshold of <b>100% for uPVC Pipes</b> is required for Local Content of goods.  <b><u>Tenderers must properly complete, duly sign and submit returnable schedule T2.2.2, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and</u></b>

Annexures B,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% for uPVC Pipes**

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. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-... (the Declaration Certificate for Local Production and Content for Designated Sectors) may 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.

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

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>

After completing Declaration D, Suppliers 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. 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 **3CE** 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:

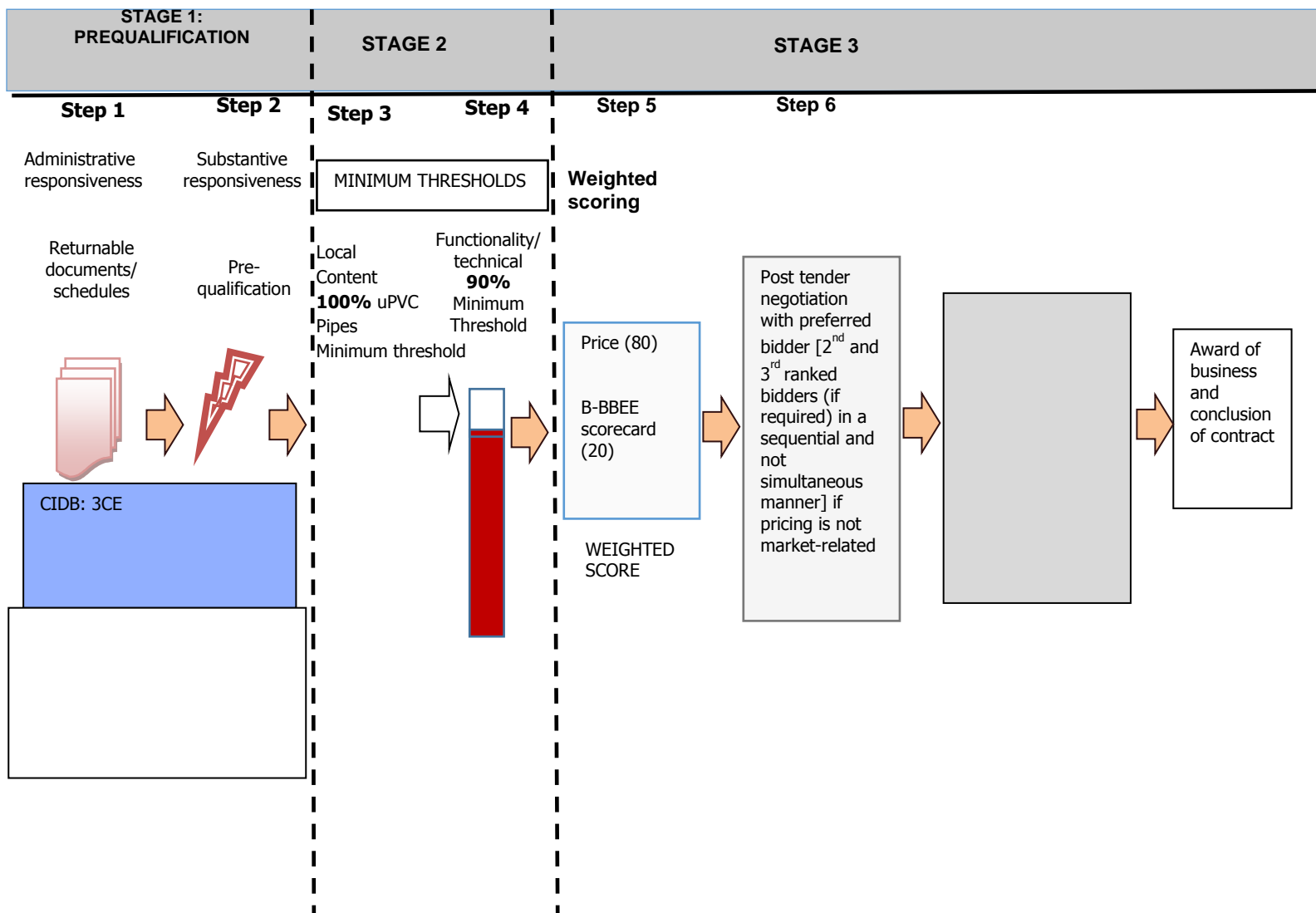
- every member of the joint venture is registered with the CIDB.
- the lead partner has a contractor grading designation of **3CE** class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to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

**4. Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **90%**.

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

## 5. Evaluation Methodology



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### **6.1 STEP ONE: Test for Administrative Responsiveness**

- The test for administrative responsiveness will include the following:

#### **Administrative responsiveness check**

- Whether the Bid has been lodged on time
- Whether the Bid contains a priced offer
- Whether the Bid materially complies with the scope and/or specification given
- Whether any general pre-qualification criteria set by Transnet have been met

*NB: The test for administrative responsiveness [step one] must be passed for a Respondent's proposal to progress to step two for further pre-qualifications*

### **6.2 STEP TWO: Test for Substantive Responsiveness to RFP**

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

- Valid CIDB certificate (3CE)

*NB: - BEE certificate/Sworn affidavit must be valid by the closing of the Tender.*

- *In a case of a Joint Venture The lead partner must have a contractor grading designation of 3CE class of construction work*

*NB: The test for substantive responsiveness [step two] must be passed for a Respondent's proposal to progress to step three for the evaluation of Local content*

### **6.3 STEP THREE: LOCAL CONTENT**

A minimum threshold of **100% for uPVC Pipes** is required for Local Content of goods.

**Annexure B and Annexure C as Mandatory Returnable Schedules.**

*NB: The test for meeting the Local Content threshold [step three] must be passed for a Respondent's proposal to progress to step Four for further evaluation.*

## 6.4 STEP FOUR: Minimum Threshold of 90% for Technical Criteria and Functional Requirements

### Functionality Criteria

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

No.	<b>Pre-Qualification Criteria</b> <b>TECHNICAL DESCRIPTION (The technical evaluation will be used as a threshold. All bidders who do not meet the minimum threshold of 90% will not proceed to the final stage of evaluation.)</b>	Weightings
6.1	<b>Reporting Structure (Organogram) to be used for this contract</b> <b>Staff credentials (CV's) of staff to be used for this contract.</b> 1. Organogram and staff credentials submitted - 10 points. (Safety Manager = 5 points & Civil Engineer = 5 points) 2. No organogram and staff credentials submitted - 0 (Note: if 1 of the 2 is submitted, then the bidder will score 0).	10
6.2	<b>Project Plan and Final Lead time</b> 1 Project Plan final Lead time equals/less than 0 to 2 weeks – 15 points 2 Project Plan final Lead time more than 2 weeks – 5 points 3 No Project Plan final Lead time submitted – 0 points (Note: Project Plan must be submitted in either excel or MS project format only)	15
6.3	<b>Compliance to scope of work and specifications</b> 1 Comply to scope of work – 15 points 2 Non-compliance to scope of work (including not completed) – 0	15
6.4	<b>Specific knowledge relating to projects of this nature</b> Previous experience <u>only</u> construction of sewer networks and stormwater pipes (only completed projects & similar) in the past 5 years, with contactable references. 3 or more submitted – 20 points 2 submitted – 10 points 1 submitted – 5 points 0 submitted – 0 points	20
6.5	<b>Methodology and Approach</b> 1. Approach paper which responds to the scope of works & outlines proposed approach and methodology, besides meeting the good rating, the important issues are approached in an innovative & efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes & the quality of the outputs = 30 Points 2. The technical approach and/ or methodology is poor/ is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of works and does not deal with the critical aspects of the project = 1 Points 3. No response/ no documents submitted	30
6.6	<b>Safety, Health and Environmental Management Plans</b> 1. Health & Safety Submission of the policies and procedures/plan. = 5 Points 2. Environmental Submission of the policies and procedures/plan=5 Points	10
<b>Total Weighting:</b>		<b>100%</b>





Minimum qualifying score required:

90%

*NB: The minimum threshold for technical/functionality (step four) must be met or exceeded for a Respondent's Proposal to progress to step five for final evaluation*

## 6.5 STEP FIVE: Evaluation and Final Weighting Score

- Price Criteria [**Weighted score 80 points**]:

Commercial offer

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

- Broad-Based Black Economic Empowerment criteria [**Weighted score 20 points**]

B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 8 of the B-BBEE Preference Point Claim Form.

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Requirement/%
PPPFA Prequalification- B-BBEE Level	N/A
Local Content	100% uPVC Pipes
CIDB grading Prequalification	3CE
Technical / functionality	90%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE	20
<b>TOTAL SCORE:</b>	<b>100</b>

**6.5 STEP SIX: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

**6.6 STEP SEVEN: Objective Criteria (Not Applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder

## 6.7 STEP EIGHT: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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

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

Tenderers are also **required to have their RFP document at the briefing session and have their returnable document T2.2.1 certificate of attendance** signed off by the Employer's authorized representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original and one (1) copy** as the original submission which shall be in the **English Language**.

C.2.13.5 The identification details that are to be shown on each tender offer package are:  
C2.15.1

Identification details:

The tender documents must be submitted labelled with:

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

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




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

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C.2.15 The closing time for submission of tender offers is:  
Time and Date: **10:00AM** on the **07 October 2022**

**NO LATE TENDERS WILL BE ACCEPTED**

---

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit**
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: **90%**

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

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

---

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

- Reporting Structure (Organogram)
-

- Compliance to scope of work and specifications
- Project Plan and Final Lead time
- T2.2-11 Method Statement and Approach
- Healthy and Safety Plan
- Specific knowledge relating to projects of this nature

---

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20

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<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE certificate not be provided, tenderers with no BBBEE certificate will score zero points for preference.**

**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.

---

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. 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).

The tenderer must complete the following returnable documents:

#### **Returnable Documents required for tender evaluation purposes**

<b>Mandatory Returnable Documents</b>	<b>To be returned with tender</b>
• SBD1 FORM	
• Form of Offer and Acceptance	
• Valid and Relevant CIDB certificate	
• Valid BBBEE certificate/ Sworn Affidavit	
• ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2]	
• ANNEXURE C – Local Content Declaration: Summary Schedule	
• ANNEXURE A1 - Bill of Quantities with populated rates	
• ANNEXURE A – Scope of works/Specifications	
• Certificate of Attendance of Compulsory Clarification	

<b>Returnable Documents</b>	<b>To be returned with tender</b>
• Tender/Vendor Declaration Affidavit	
• ID copies of Directors	
• Letter from the bank with the bank stamp	
• Schedule of Equipment	
• Company registration documents	
• Valid Tax Clearance Certificate	
• SBD 6.1: B-BBEE Preference Points Claim Form	
• ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
• ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	
• Certificate of authority for joint ventures (where applicable)	
• Certificate of authority for Signatory (Resolution by Board)	
• An original valid Tax Clearance Certificate issued by the South African Revenue Services	
• Valid Letter of Good Standing with the Compensation Commissioner	
• Safety Plan in accordance with the Construction Regulations, 2014	
• Quality Assurance Plan	
• Programme and Method statements	
• Proposed Amendments and Qualifications	
• Years Financial Statement	
• Programme and Method statements	
• Proposed Amendments and Qualifications	
• Proposed Organization and Staffing	
• Experience of the Key Staff	
• Schedule of the Tenderer's Experience	
• Statement of similar Works successfully carried out by Tenderer	

#### **Other documents required for tender evaluation purposes**

##### **3 C1.1 Form of Offer and Acceptance**

##### **4 C1.2 Contract Data (Part 2)**

##### **5 C2.2 Scope of Works**

##### **6 CIDB Registration Certificate**

##### **7 BBBEE Certificate**



## T2.2 Returnable schedules

- Certificate of Attendance at Clarification Meeting
- Vendor/Tender Declaration Affidavit
- Schedule of the Tenderer's Experience
- Statement of similar Works successfully carried out by Tenderer
- Experience of the Key Staff
- Schedule of Equipment
- Record of Addenda to Tender Documents
- Valid BBBEE certificate/ Sworn Affidavit
- ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2]
- ANNEXURE C – Local Content Declaration: Summary Schedule

### T2.1 List of Returnable Documents

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

##### **Stage One as per PPPFA: Pre-qualification Criteria Schedule**

CIDB Grading of 3CE

##### **Stage Two: Local content- 100% uPVC Pipes**

ANNEXURE B-Declaration certificate for local Production and Content [SBD6.2]

ANNEXURE C-Local Content Declaration: Summary Schedule

##### **Stage Three as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

#### 2.1.2 As per CIDB: these schedules will be utilised for evaluation purposes:

- Reporting Structure (Organogram)
- Compliance to scope of work and specifications
- Project Plan and Final Lead time
- Method Statement and Approach
- Healthy and Safety Plan
- Specific knowledge relating to projects of this nature

#### 2.1.3 Returnable Schedules:

##### **General:**

Authority to submit tender

Record of addenda to tender documents

Letter of Good Standing

Risk Elements



Availability of equipment and other resources

Site Establishment requirements

**Agreement and Commitment by Tenderer:**

CIDB SFU ANNEX Compulsory Enterprise Questionnaire

Non-Disclosure Agreement

RFP Declaration Form

RFP – Breach of Law

Certificate of Acquaintance with Tender Document

Service Provider Integrity Pact

Supplier Code of Conduct

**2.1.4 Bonds/Guarantees/Financial/Insurance:**

Insurance provided by the Contractor

Form of Intent to provide a Performance Guarantee

Forecast Rate of Invoicing

Three (3) years audited financial statements

**2.1.5 Transnet Vendor Registration Form:**

Transnet Vendor Registration Form

**2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE**

**2.3 C1.2 CONTRACT DATA**

**2.4 C1.3 Forms of Securities**

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

**2.6 C2.2 SCOPE OF WORKS & BILL OF QUANTITIES**

**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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any contract

resulting from it on our behalf.

Name	Address	Signature	Date

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



### C. Certificate for Joint Venture

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor





## **F. Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

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

A schedule detailing the following:

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

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

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



### **G. Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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





#### **H. 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:

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



## **I. 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.

[illegible]

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

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Durban Main Centre	
On (date)	16 September 2022	Starting time: 11H00 AM

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

Name

Signature

Capacity

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

Name

Stanley Mchunu

Signature

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

Date

16 September 2022

## T2.2-2: 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

6. 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 **3CE** class of construction work, are eligible to have their tenders evaluated.

### 7. 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 **3CE** 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 3CE 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.

**ANNEXURE B****SBD 6.2****T2.2-3: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors**

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

## **2. Definitions**

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;



- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

- **uPVC Pipes**

**100%**

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

( ***Tick applicable box*** )

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	





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

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

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

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

**IN RESPECT OF BID NO. TE2022/09/0004/11898/RFP**

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

NB

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

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

## **T2.2 – 4 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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



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

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

\_\_\_\_\_  
SIGNATURE OF TENDERER



## **T2.2 – 5 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.

**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**

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

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

**6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

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

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

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

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.****Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.****Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.****Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.**





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

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

Signed

Date

Name

Position

Enterprise  
name

**SBD 4****T2.2-6: Evaluation Schedule: Programme****Note to tenderers:**Programme

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

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme that would indicate the order and timing activities to carry the works 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 Programme 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 Programme 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 Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T2.1 List of Returnables.

The scoring of the Programme will be as follows:

core				
<i>SCORE</i>	Ability to execute the works in terms of the <i>Employer's</i> 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 <i>Works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Contractor</i> will need <i>access</i> to any part of the Site; submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA).	The Programme must clearly support and demonstrate alignment to the approach paper/method statement as contained in T2.1 List of Returnables.
<b>15 points</b>	Project Plan final Lead time equals/less than 0 to 2 weeks			
<b>5 points</b>	Project Plan final Lead time more than 2 weeks			
<b>0 points</b>	No Project Plan final Lead time submitted			

Attachment B: Hard Copy of Programme

**T2.2-7: Evaluation Schedule: 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:
  - Previous experience only construction of sewer networks and stormwater pipes (only completed projects & similar) in the past 5 years, with contactable references.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration, contract value and year/date of completion)

**Index of documentation attached to this schedule**

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

Score/Points	Previous Experience
<b>20</b>	Three (3) contactable references, in the format of letters on client's letterhead submitted
<b>10</b>	Two (2) contactable references, in the format of letters on client's letterhead submitted
<b>5</b>	One (1) contactable references, in the format of letters on client's letterhead submitted
<b>0</b>	Zero (0) to Two (2) reference letters submitted

**T2.2-8: Evaluation Schedule - Management & CV's of Key Personnel**

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. Relevant experience - Points will be allocated for each personnel above if both CV and Proof of qualification and registration has been submitted. 0 Point will be allocated for each personnel above if one or both cv and Proof of Qualification an Registration has not submitted



- 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	Civil Engineer		
2	Safety Manager		

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

<b>Score 0</b>	0 Point will be allocated for each personnel above if one or both cv and Proof of Qualification and Registration has not submitted
<b>Score 5</b>	<b>Civil Engineer</b> - Must have 15 years' experience in structures and be registered with ECSA and have PR Engineer/PR Technologist registration and BSc Eng.
<b>Score 5</b>	<b>Safety Manager</b> – Must have 10 years' experience in healthy and safety and <u>qualifications with professional registration</u>

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

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**T2.2-10.1: Evaluation Schedule: Health and Safety Management**

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. Structural Engineer
  - 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 if applicable).
  - 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
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.



The scoring of the Tender's Health and Safety criteria is as follows:

	<b>Policy (State points allocated) 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.</b>	<b>Roles &amp; Responsibilities, such as S16.1 CEO, S16.2 Assistant CEO, 8.1 Construction manager, 8.2 Assistant Construction manager, 8.5 Safety officer CV and proof registration with SACPCMP, 8.7 Construction Supervisor, 8.8 Construction assistant supervisor, 9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993</b>	<b>List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.</b>	<b>Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: Construction of tipplers and associated systems; Terracing; Buildings and roads; Storm water drainage systems; ship loaders, stackers, reclaimers and conveyors; bridges; security fencing etc.</b>	<b>Five years' synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. Submission of completed cost breakdown sheet.</b>	<b>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure for Health &amp; Safety and Environmental Submissions</b>
<b>Points</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>10</b>

**Attached submissions to this schedule:**

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## **T2.2-11: Evaluation Schedule: Method Statement**

### **Note to tenderers:**

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

- A detailed Methodology & Approach paper which responds to the scope of works & outlines proposed approach and methodology, besides meeting the good rating, the important issues are approached in an innovative & efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes & the quality of the outputs

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. Project key milestones
2. Technical approach
3. Construction sequence
4. Plant and equipment schedule
5. Billing plan of the project
6. Commissioning procedure

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

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

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

<b>Score 10</b>	A process/project plan for the execution of this contract is provided.
<b>Score 25</b>	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.
<b>Note:</b>	Besides meeting the aboverating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.
<b>Score 0</b>	No response/ no documents submitted

### **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

#### **SBD 4**

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative: \_\_\_\_\_  
\_\_\_\_\_
- 2.2 Identity Number: \_\_\_\_\_
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_  
\_\_\_\_\_
- 2.4 Company Registration Number: \_\_\_\_\_
- 2.5 Tax Reference Number: \_\_\_\_\_
- 2.6 VAT Registration Number: \_\_\_\_\_

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<sup>1</sup> "State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:  
\_\_\_\_\_
- Name of state institution at which you or the person connected to the bidder is employed:  
\_\_\_\_\_
- Position occupied in the state institution:  
\_\_\_\_\_

Any other particulars:

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2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.3 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

- 2.8.2 If so, furnish particulars.

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- 2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

- 2.9.1 If so, furnish particulars.

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- 2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

- 2.10.1 If so, furnish particulars:

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Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

**SBD 4**

**3 Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

**4 DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT  
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF  
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**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 below R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated not to **exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification 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 bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



## **2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** 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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;

(n) **"person"** includes a juristic person;

(o) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

(p) **"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;

(q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;

(s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

#### **4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. 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](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

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

## **6. BID DECLARATION**

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

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**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**

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**8.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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

7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
.....

.....  
SIGNATURE(S) OF  
TENDERER(S)

**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated	<input type="checkbox"/>	<input type="checkbox"/>

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

	during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

---

(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service 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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

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Signature

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Date

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Position

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Name of bidder

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## **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 138 Eloff Street, Braamfontein, South Africa

**and**

.....  
.....

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

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

### **WHEREAS**

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

### **IT IS HEREBY AGREED**

#### **1. INTERPRETATION**

In this Agreement:

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

Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## **2. CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party.

The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

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

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

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

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

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

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

## **9. GENERAL**

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

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

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



Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

- 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

**REQUEST FOR PROPOSAL – BREACH OF LAW**

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

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_

DATE

OF

BREACH:

\_\_\_\_\_

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

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

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

## **RFP DECLARATION FORM**

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

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

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

#### **IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

### **Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

In order to achieve these goals, Transnet and the Tenderer / Service Provider 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.

## **OBJECTIVES**

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.

## **COMMITMENTS OF TRANSNET**

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

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.

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.

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.

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.

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

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.

#### **The acceptance and giving of gifts may be permitted provided that:**

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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.

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.

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 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.

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.

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 or detriment of Transnet or other competitors.



The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

## **INDEPENDENT TENDERING**

**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.**

**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.**

**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.**

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.

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.

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.

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.

#### DISQUALIFICATION FROM TENDERING PROCESS

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.

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.

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.

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

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

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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

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

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.

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.

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.

## **PREVIOUS TRANSGRESSIONS**

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.

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.)

## **SANCTIONS FOR VIOLATIONS**

**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.

## **CONFLICTS OF INTEREST**

### **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.

### **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.

### **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.

### **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.**

**MONITORING**

**Transnet will be responsible for appointing an independent Monitor to:**

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

**The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.**

**EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

**For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:**

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

**DISPUTE RESOLUTION**

**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.

## **GENERAL**

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

**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.**

**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.**

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

**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.**

## **SUPPLIER DECLARATION FORM**

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

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

### **General Terms and Conditions:**

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover



is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

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

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

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

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

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

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

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

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

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

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

**SUPPLIER DECLARATION FORM****Supplier Declaration Form**

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

CSD Number (MAAA xxxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

Company Telephone number	
Company Fax Number	
Company E-Mail Address	
Company Website Address	

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

- 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 C and D 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	
<b>EMPOWERING SUPPLIER</b> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or</p>	<p>YES    <input type="radio"/>    NO    <input type="radio"/></p>

products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.)).	YES <input type="radio"/> NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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**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 months period has not exceeded or is not expected to exceed R1million  
threshold, as required in terms of the Value Added Tax Act.

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

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

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

**Commissioner of Oaths**

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

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good</p>

	Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

## 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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



Tender Number: **TE2022/09/0004/11898/RFP**  
Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

**Deponent Signature** .....

**Date** .....

\_\_\_\_\_  
**Commissioner of Oaths**  
Signature & stamp

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

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I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	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 naturalisation- 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;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;

	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

## 3. I hereby declare under Oath that:

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

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

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

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

**Deponent Signature** .....

**Date** .....

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

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

**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 REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) .....

Capacity .....

**For the  
tenderer:**

.....  
(Insert name and address of  
organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## **Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Tender Number: **TE2022/09/0004/11898/RFP**

Description of the Works: **FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR**

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

Signature(s)

Name(s)

Capacity

for the

Transnet SOC Ltd

Employer

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)*

Transnet SOC Ltd

Name &  
signature  
of witness

Date

**C1.2 Contract Data****PART ONE - DATA PROVIDED BY THE EMPLOYER**

Completion of this data in full including Z Clauses, according to the Options chosen, is essential to create a complete contract. (Please delete all the above highlighted sentences).

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X3: Multiple currencies</b>
		<b>X4: Parent company guarantee</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>

	Address	Registered address: <b>Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Engineering 160 Lynette Street Kilner Park 0186</b>
10.1	The <i>Project Manager</i> is: (Name)	Mr Stanley Mchunu
	Address	Transnet Engineering, 311, Solomon Mahlangu Drive
11.2(13)	The <i>works</i> are	<b>FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Early warning notice matters recorded in accordance with clause 16.1 of the Contract.</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Transnet Engineering, Richards Bay Depot</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Scope of Work</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>As per Scope of Work</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>The estimated completion date is 31 March 2023</b>
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b><i>Condition to be met</i></b>  <b><i>key date</i></b>  <b>1 Design Review and approval</b>  <b>2 Execution/Construction</b>  <b>3 Test and Commission – Checklist to be signed off by relevant parties</b>

WORKS FOR EMPLOYER

30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>31 October 2022</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>Progress Payments</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,		
		<b>the cumulative rainfall (mm)</b>	
		<b>the number of days with rainfall more than 10 mm</b>	
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>	
		<b>the number of days with snow lying at 08:00 hours South African Time</b>	
		<b>and these measurements:</b>	

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

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

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>Damages to existing services</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>

	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
	The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</b></li> </ol>

- 4 Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.
- 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract.</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Pretoria, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation	No escalation adjustment is applicable as the estimated contract period is not more than 12 months.		
X2	Changes in the law	No additional data is required for this Option		
X3	Multiple Currencies (used only with Options A and B)	No additional data is required for this Option		
X4	Parent company guarantee	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1 Not Applicable		
		2		
		3		
X5 & X7	Sectional Completion and delay damages used together	Not Applicable		



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X7.1	Delay damages for late Completion				
X5.1	of the <i>sections</i> of the <i>works</i> are:	<b>Section</b>	<b>Description</b>	<b>Amount</b>	<b>per</b>
		<b>1</b>		<b>R</b>	
		<b>2</b>		<b>R</b>	
		<b>3</b>		<b>R</b>	
	Remainder of the <i>works</i>			<b>R</b>	
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>				
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 5,000.00 per day (Calendar day)</b>			
X13.1	The amount of the performance bond is	<b>The Performance Bond to be 5% fixed guarantee bond of the total of the Prices</b>			
<b>X16</b>	<b>Retention</b>				
X16.1	The retention free amount is	<b>Nil</b>			
	The retention percentage is	<b>10% on all payments certified. 5% be paid to the Supplier at the Completion of the works and the balance after 12 months defects liability period</b>			
<b>X18</b>	<b>Limitation of liability</b>				

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>12 months after Completion of the whole of the works</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b> The <i>additional conditions of contract</i> are:	
<b>Z1</b>	<b>Local Production and Content Obligations (If applicable)</b>	
<b>Z1.1</b>	<b>In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-3 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 100% Steel Products and Construction Components</b>	

<b>Z1.2</b>		The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
<b>Z1.3</b>		<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>
<b>Z1.4</b>		The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2.3 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
<b>Z1.5</b>		Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
<b>Z2</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	
<b>Z2.1</b>		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .

**Z3 Additional clauses relating to Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.**

**The Joint Venture agreement shall contain but not be limited to the following:**

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
  - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
  - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

<b>Z3.2</b>		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i> .
<b>Z4</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z4.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z4.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z4.3</b>		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z5 BEEE Clauses</b>		Not Applicable
<b>Z6</b>	<b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>	
<b>Z6.1</b>		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> </ol>

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.

<b>Z7</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
<b>Z8</b>	<b>Protection of Personal Information Act</b>	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

**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 <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>
11.2(14)	The following matters will be included in the Risk Register	

31.1	The programme identified in the Contract Data is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	Part C2 of the Contract/Added as an Annexure
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>



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62 in SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

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**PART 2: PRICING DATA**

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	Scope of Works and The <i>bill of quantities</i>	

## **C2.1 Pricing instructions: Option B**

### **THE CONDITIONS OF CONTRACT**

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 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.

---

## Function of the Bill of Quantities

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

## Guidance before pricing and measuring

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

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

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

## MEASUREMENT AND PAYMENT

### Symbols

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

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

MPa	megapascal
No.	number
Prov sum <sup>6</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

### General assumptions

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

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

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

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

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

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

<sup>6</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

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.

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

#### **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***

**Please see attached bill of quantities: Annexure F 1.1 – 1.5**

The following state the minimum requirements and in no way absolves the successful bidder from sound engineering practice.

Tenderers shall submit offers to this specification but may also submit offers for alternative and/or additional items for consideration. These shall be quoted for separately.

Departures from the specification, alternative and / or additional items offered shall be clearly indicated and a clear indication shall be furnished in each case why the alternative or additional items offered by the bidder are considered superior and/or more beneficial to Transnet Engineering than that specified.

Any omissions or sub-standard requirements in this specification shall be brought to the attention of the Project Manager at tender stage and proposals for addressing these, shall be submitted.

**Failure to submit the BOQ in full will result in your tender being non-responsive.**

## PART C3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	.....
C3.2	<i>Contractor's Works</i>	.....
	<b>Total number of pages</b>	



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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

FOR THE REPLACEMENT OF SEWER PIPELINE, MANHOLE FROM BAY 16 TO 19 AND REPAIR WORKS FOR BAY 42 FLOOR

##### A. Specific requirements

Any person with the intention of tendering shall ensure that the information below is complied with. The scope of work requirements listed below are binding and must be complied with.

#### 1.2 Environment

- Indoors under dusty industrial conditions and refer to section 11 for external conditions.

#### 1.3 Specifications for the machines

Item no.	REQUIREMENTS
1.3.1	Read this scope of work with document number, Annexure 1 (Transnet contractor safety, health and environmental management specification guidelines TRN-IMS-GRP-GDL-014.2).
1.3.2	The service provider is required to submit a SHE Contractor Compliance file at their own cost (Index to be provided to the successful service provider); - This file shall be submitted after the Purchase Order has been issued, not at tender stage.
1.3.3	<ul style="list-style-type: none"> <li>The appointed contractor shall note that this is a minimum specification for a Replacement of 150m sewer pipe line and manhole from Bay 16 to 19 and repair works for Bay 42 floor</li> <li>All site operations the relevant legislation and guidance on matters pertaining to safety must be strictly adhered to, as well as labour, transport, tools and all other items required to start and complete this project is a responsibility of a successful contractor.</li> </ul>
1.3.4	All materials shall be SABS approved.
1.3.5	The works (workmanship and materials) shall have a warranty and a provision for emergency for damaged.
1.3.6	<p><b><u>INSTALLATION OF NEW SEWER PIPES</u></b></p> <p>The contractor shall check the existing connection manhole before commencement. The contractor shall commence the setting out at such point from manhole to manhole with wooden peg indicating the invert level.</p> <ul style="list-style-type: none"> <li>Survey &amp; inverts level results shall be submitted to the project manager prior to backfilling of soil</li> <li>150m : Pipe PVC UG CL51 160mm</li> <li>Bends PVC U/G shall be fitted where required</li> </ul>

	<ul style="list-style-type: none"> <li>Remove and install new sewer pipes for each toilet/urinal from Bay 16 to 19 leading to the main line. (All new connections shall comply with standards act</li> <li>Surface beds and layer works shall be replaced with new borrowed material suitable for the sewer network and laying of sewer pipeworks and be compacted as per Engineers recommendations and all soil compaction test shall be confirmed by the Lab certificate</li> <li>No pipe shall be installed in the trench until excavation has been properly constructed per the Engineer's instruction</li> <li>All sewers must be laid accurately to line and grade, with tongue or spigot end downstream</li> <li>The inverts of the sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.</li> <li>Test and inspect joints for leaks prior to backfill</li> </ul>
1.3.7	<p><b><u>MANHOLE</u></b></p> <ul style="list-style-type: none"> <li>Manholes shall be constructed at locations shown on site and to the depth required thereon</li> <li>Breakdown and remove the existing manhole behind Bay 16</li> <li>Construct new manhole behind Bay 16</li> <li>Manholes may be constructed of concrete, brickworks or precast concrete sections and in all types shall be constructed to the dimensions shown on the plans. Where concrete or precast concrete sections are used, the interior wall shall be thoroughly coated with coal tar epoxy.</li> <li>Joints between precast concrete sections shall be made by uniformly placing "Ram-Nek" flexible plastic gaskets or approved equal on all faces of the lower part of the joint and lowering the upper ring evenly into place to produce uniform bearing and compression on the sealer</li> <li>The construction of manholes shall be done as soon as practical after sewer lines into or through the manhole are completed</li> <li>All sewers shall be cut neatly at the inside face of the walls of the manhole and pointed up with mortar on the existing and new manhole</li> <li>After the masonry work has been completed to the proper elevation, the cast iron manhole cover frame shall be set in a full mortar bed and adjusted to the elevation established on the drawings</li> </ul>
1.3.8	<p><b><u>FRAMES, GRATES, RINGS AND COVERS</u></b></p> <ul style="list-style-type: none"> <li>Casting shall conform to the type shown on the plans and shall be clean castings, free from sand or blow holes or other defects. Materials shall be not less than Class 30B gray iron conforming to ASTM A-48.</li> <li>Surfaces of the castings shall be free from burnt-on sand and shall be reasonably smooth</li> <li>Bearing surfaces between manhole rings and covers and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.</li> </ul>
1.3.9	<p><b><u>REPAIR WORKS FOR BAY 42</u></b></p> <ul style="list-style-type: none"> <li>Remove all the precast slabs that are cracked and damaged and cart away</li> <li>Remove all broken stormwater pipework that is underneath the ground and cart away</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Clean the silt on the existing stormwater manholes.</li> <li>▪ Construct new stormwater manholes, with heavy duty cover and frame, as per the detail given by an Engineer.</li> <li>▪ Lay new stormwater pipes DN200 mPVC pipes to replace all the damaged stormwater pipes.</li> <li>▪ Backfill the newly laid pipes using selected granular material.</li> <li>▪ Connect the new pipes to the stormwater system that is outside Bay 42.</li> <li>▪ Remove all the loose sandy material, to a minimum depth of 600mm that was washed away during the heavy storm.</li> <li>▪ Re-instate layerworks at 150mm per layer, using G6 quality material from commercial sources, to the level below the precast slab.</li> <li>▪ Replace all the broken precast slabs with the new precast slabs, concrete strength to be 30MPa.</li> </ul>
1.3.10	24 months warranty and maintenance shall be included
1.3.11	After replacement of sewer pipeline the contractor shall clean the area and remove all rubble away from site

## Technical Requirements

This specification states the minimum requirements relating to the work and in no way absolves the Tenderers from responsibility for sound engineering practice. Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering at tender stage and optional prices for addressing such omissions must be provided. No variation orders will be allowed.

## Documentation

On completion of the project, the contractor shall issue a certificate of compliance in accordance with SANS

### 1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
EMP	Environmental Management Plan
SWM	Safe Work Method Statement
SHEO	Safety, Health and Environmental Officer
PM	Project Manager

DTI	Department of Trade and Industry
DWG	Drawings
RA	Risk Assessment
HAZOP	Hazard and Operability Study
MV	Medium Voltage
LV	Low Voltage
SOW	Scope of Work
TPD	Technical Specification Number Reference
PES	Project Environmental Specifications
PEP	Project Execution Plan
PHA	Preliminary Hazard Assessment
PIRPMP	Project Industrial Relations Policy and Management Plan
QA	Quality Assurance
QCP	Quality Control Plan
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SHE	Safety, Health and Environment
DOL	Department of Labour
SWMS	Safe Work Method Statement
SI	Site Induction

## 1.5 ***Employer's design***

### 1.5.1 The employers has no designs

#### **Design Verification and Construction Drawings**

- Verify design as per the design criteria and design reports issued by the Employer.
- Produce construction drawings for various disciplines in the extent of works and specification.
- Produce As-Built records with the contractor's inputs at the completion of the works.

- 1.5.2 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.

## **1.6 Parts of the works which the Contractor is to design**

- 1.6.1 The Contractor is to design the proposed method to rectify the current problems
- 1.6.2 Unless expressly stated to form part of the design responsibility of the Employer as stated under 1.4 Employer's design above and whether or not specifically stated to form part of the design responsibility of the Contractor under this paragraph 1.5, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

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

- 1.7.1 The *Contractor* shall address the following procedures:

### **Design Verification and Drawings**

- 1.7.2 Produce As-Built records at the completion of the works. The Contractor undertakes design safety reviews with the Project Manager and other project team members.

- 1.7.3 Documentation Submission

In undertaking the 'Works' (including all incidental services required), the Supplier shall submit 3 x set of hard copies (A0 or A1 size) and the Autocad DXF drawing format.

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

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

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

- 1.9.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such
- 1.9.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created for the *works*.

## **1.10 Design of Equipment**

- 1.10.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only.
- 1.10.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1

## **1.11 Equipment required to be included in the works**

- 1.11.1 Refer to Bill of Quantities

## **1.12 As-built drawings, operating manuals and maintenance schedules**

- 1.12.1 The *Contractor* provides the following:

- Final commissioning and handover
- Prepare and issue final certificates
- As- built drawings information and operations and maintenance manuals
- Quality control documents
- Close out project report
- 3 Copies and 1 in electronic format.

## **2 Construction**

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

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

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

- All employees of the Contractor shall be inducted and carry at all times an ID card issued by the Employer.
- The Contractor shall manage the ID cards in such a way that people no longer in his employ should not have these ID cards in their possession anymore.

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

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

- It is important that activities are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.
- Contractor shall demarcate the boundaries of the site and control all access in order to restrict remediation activities to the site. The method of demarcation and the location of the demarcated area and implementing procedures for entering and leaving the site shall be determined by the Contractor and approved by TE prior to any remediation work being undertaken.

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

- The Contractor shall ensure that all his plant, labour and materials remain within the fenced off boundaries of the site.
- The contractor is responsible for the safeguarding of his/her own equipment and material while on site.
- Unauthorised personnel must be restricted from entering the boundaries of the work area. These areas should be clearly demarcated and contain warning signs to indicate Electrical works.
- Where possible, the number of personnel working in an impacted area should be kept to a minimum. The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:
- Hours of work will be normal working hours 7:30 to 15:30 Mondays to Fridays. On the Contractor's request, work may be performed outside these hours if permitted by the Project Manager.

2.1.5 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.

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- 2.1.6 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.
- 2.1.7 Environmental controls, fauna & flora, dealing with objects of historical interest
- 2.1.8 Title to Materials from demolition and excavation  
The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:  
Steel, cable, and building materials that are not classified as general waste. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer.
- 2.1.9 Cooperating with and obtaining acceptance of others
- 2.1.10 The *Contractor* performs the *works* and co-operates with:  
The appointed engineers
- 2.1.11 Publicity and progress photographs  
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.
- 2.1.12 Progress or project related photographs may not be distributed to any parties outside the project team without prior consent of the Project Manager. The *Contractor* provides a name board and must be erected on site. The name board must be visible at all times on site during the execution of the project.
- 2.1.13 The *Contractor* provides progress photographs at [**2 weeks intervals**] in the form of a MS word progress report before each progress meeting.
- 2.1.14 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*.
- 2.1.15 *Contractor's Equipment*  
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.
- 2.1.16 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*.
- 2.1.17 Equipment provided by the *Employer*  
**Not applicable**
- 2.1.18 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:  
**Not applicable**
- 2.1.19 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:  
**Not applicable**
- 2.1.20 Site services and facilities:  
The Employer will provides water and power supply points.
- 2.1.21 The *Employer* provides the following facilities for the *Contractor*:  
The Employer will not provide any facilities for the Contractor.



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*.

2.1.22 Facilities provided by the *Contractor*:

The Contractor shall make his own arrangements to establish a site camp at the site as required in SANS 1200A. The area for this office and other storage facilities will be indicated at the site handover. The Contractor shall maintain the office for the duration of the contract.

The Contractor and his Subcontractors will make their own arrangements regarding toilet facilities within the construction area. This toilet facility shall be maintained in a clean and approved manner at all times during the construction period.

2.1.23 No housing of employees will be allowed on site. The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

Transnet Engineering will indicate the area for Site Establishments.

2.1.24 Unless expressly stated as a responsibility of the *Employer* as stated under 2.1.24 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*.

2.1.25 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manager*.

2.1.26 The *Contractor* inspects the setting out of the works in conjunction with the *Project Manager*:

2.1.27 Detail setting out of the Works shall be the responsibility of the Contractor. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works. Survey control and setting out of the *works*

2.1.28 The *Employer* provides the following information and survey controls for the *Contractor*.

2.1.29 Basic control points (Bench marks) on Site for setting out purposes of the works. Excavations and associated water control

2.1.30 The *Contractor* complies with the following requirements:

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

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

The Contractor shall protect the existing stormwater drainage or culvert on site. Where required relocate the affected stormwater system to the wetland area.

There are also monitoring boreholes on the site and these shall be protected and shall not be used by the contractor.

2.1.32 Where the *Contractor* encounters existing services, the *Contractor* undertakes the following:

2.1.33 Existing underground services to be identified before any excavations and earthworks can take place. All known services are provided on the drawings. However, due to the lack of adequate As-built records, the contractor will be required to prove services prior excavations. The contractor shall

take the necessary precautions to ensure that the services are not damaged. Control of noise, dust, water and waste

The *Contractor* complies with the following:

Minimizing access to works area, especially by vehicles; Monitoring meteorological conditions and halting works if adverse weather conditions are predicted; The placement of wind barriers; and the creation of an enclosed space for excavations in or around the impacted works area. The *Contractor* complies with TE requirements in terms of waste handling removal and disposal.

#### 2.1.34 Giving notice of work to be covered up

The *Contractor* notifies the *Supervisor* of the any elements of the *works* which are to be covered up.

#### 2.1.35 Hook ups to existing *works*

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

The Contractor shall protect the existing stormwater drainage or culvert on site. Stormwater on-site should be directed away from impacted areas during remediation process to minimize the potential for fibers to migrate off-site.

### 2.2 All the works must be carried out as stipulated under the scope of work and engineering design drawings.

### 2.3 Completion, testing, commissioning and correction of Defects

#### 2.3.1 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
As built drawings of works stated under the Scope of Work	Within 14 days after Completion of the project.
Quality records including the testing of the works stated under Item 9 of the specification.	Testing to be performed at completion of each stage as per the specification.  All the records to be submitted within 14 days after completion of the project.
Safe Work Method Statement (SWMS), Health and Safety Plan (H&SP) and Environmental Management Plan (EMP) stated under Scope of Work.	All the records to be submitted within 14 days after completion of the project.
Design Verification and Construction Drawings as stated under Scope of Work.	Client approvals are required before commencement of any remediation works on site.

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

- Prepare and issue final payment certificate
- Prepare As- built information for submission to the client

2.3.3 Project Close out project. Use of the *works* before Completion has been certified

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

2.3.4 Materials facilities and samples for tests and inspections

Tests to be conducted by the approved Laboratories.

2.3.5 The *Employer* will not provide any facilities to the *Contractor*.

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

Refer to the scope of work stated under the Scope of Work.

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

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

As per the Commissioning Plan to be developed.

2.3.7 Take over procedures

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

As per the handover Procedure to be developed.

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

2.3.9 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the General Layout as appropriate status of the completed *works*.

2.3.10 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals at the Completion.

2.3.11 Where the *Contractor* has presented Maintenance and Operating Manuals as appropriate to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

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

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

2.3.13 Access is to be arranged with the Project Manager three (3) days in advance to planned access date. Performance tests after Completion

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

Defects liability test as per the activity specified testing covered in the Scope of Work.

2.3.14 Training and technology transfer

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

Operation and Maintenance training as per the Maintenance and Operating Manuals.

- 2.3.15 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

As per the technology on the Operation and Maintenance manual.

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

Defects identified during 52 weeks defect liability period

### **3 Plant and Materials Standards and Workmanship**

#### **3.1 Investigation, Survey and Site Clearance**

- 3.1.1 The *Contractor* carries out the following investigations at the Site:

The Contractor will be responsible for the setting out of the Works from existing reference marks. Before commencement of construction work the Contractor shall clearly mark all reference marks on Site.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work is started. Only after approval of that portion of the Works by the Engineer may the detailed setting out and construction be commenced.

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

#### **3.2 Civil Engineering and Structural Works**

- 3.2.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

- 3.2.2 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.

- 3.2.3 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.

- 3.2.4 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);

3.2.5 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);

3.2.6 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.

3.2.7 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).

3.2.8 SANS 1200 A: GENERAL 3.1 ITEMS IN SCHEDULE OF QUANTITIES

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SANS Specification or Code, or in absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes up to and including June 2020 shall apply.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.

All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer's notice by the Contractor.

3.2.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

3.2.10 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 "Tender Specification".

3.2.11 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 Tender Specification and in any case and at all times consistent with the *conditions of contract*.

3.2.12 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

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

3.2.13 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).

- 3.2.14 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 stated in the Tender Specification.

## **OTHER VARIATIONS TO THE STANDARD SPECIFICATIONS (SANS 1200)**

### **PLANT**

Telephone (Clause A4.2)

The Contractor shall make all necessary arrangements, within 7 days of the award of the Contract, and pay all costs in connection with the supply and maintenance of a telephone service in his Site Office. The service is to be maintained in proper working order for the duration of the Contract.

As an alternative to the above, the Contractor shall provide and maintain a cell phone or a radio telephone service on Site, provided it will be available on Site at all times.

### **CONSTRUCTION**

Setting Out of the Works (Clause A5.1.1)

The Contractor will be responsible for the setting out of the Works from existing reference marks. Before commencement of construction work the Contractor shall clearly mark all reference marks on Site.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work is started. Only after approval of that portion of the Works by the Engineer may the detailed setting out and construction be commenced.

Services (Clause A5.4)

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

Survey Assistants and Materials

The Contractor shall make available to the Engineer two suitably educated survey assistants for use on and about the Site at all reasonable times. The Contractor shall supply all pegs and concrete, together with the necessary labour for excavation, mixing, and placing as and when required.

### **MEASUREMENT AND PAYMENT**

Fixed-Charge and Value - Related Items (Clause A8.2.1)



The sums contracted in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7,5% of the Contract Sum for the Works and the balance, if any, will be paid after 50% of the Contract Sum for the Works has been certified for payment.

All fixed-charged costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amounts for the relevant "Other Obligations".

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Schedule of Quantities for the telephone.

#### Setting Out of Works (Clause A8.2.1)

Cost in connection with setting out of the Works shall not be paid separately and shall be included as overhead costs in the rates and prices in the Bill of Quantities.

#### Time-Related Items (Clause A8.2.2)

The sum Contracted in respect of a time-related item will be increased should Compensation Event for the extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was contracted has to be maintained during the extended period. The relationship between the increased sum for a time-related item to the Contracted sum for such item, shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

#### Watching, Barricading, Lighting and Traffic Crossings (Clauses A8.2.1 and A8.2.2)

All fixed-charged and time related costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amount for the relevant "Other Obligations".

#### Telephone (Clause A8.2.1 and A8.2.2)

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Bill of Quantities for the telephone.

#### Testing (Clause A8.5)

The cost of all sampling and testing to be carried out by the Contractor or by approved laboratories shall be included in the sum for "Other Time-Related Obligations" and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes.

Control testing by the Engineer will be paid for from the Provisional Amount in the Bill of Quantities.

#### Dayworks (Clause A8.7)

Dayworks shall be paid according to the stipulations of the Daywork Schedule. No payment shall be made for dayworks without a written site instruction.

All costs in connection with the location and deviation or rerouting of existing services will be paid under Dayworks.

#### Survey Assistants and Materials

The use of assistants and materials by the Engineer shall be measured and paid in the relevant amounts in the Bill of Quantities for survey equipment and assistance.

#### Safety, Health and Environmental

Payment for compliance with the requirements of this Section of the Specification shall be from the sum price under fixed-charged, value-related items and time related items in terms of requirement of items 1.4 and 1.6 of the Bill of Quantities respectively.

### ENGINEER'S OFFICE

#### PSAB1.2 Site Instruction Books

Throughout the construction period, the Contractor shall supply three carbon triplicate books as Site instruction books.

The first book will be kept on Site by the Engineer's representative to write day-to-day instructions and confirm any verbal information given to the Contractor.

The second book will be for the Contractor's staff to provide the Engineer's Representative with any information regarding the construction of the Works which may be requests and/or for giving notification in writing as required by any of the relevant clauses of the General Conditions of Contract.

The third book shall be used as a daily diary. The Contractor shall record weather, changes in Site staff and equipment, brief description of works, critical material deliveries, visitors and any other pertinent information. The Engineer shall add any notes of comments and both shall then sign that the information is correct.

At least one copy of each Site note issued by either party shall remain in the books. The books shall be mutually accessible.

### SITE CLEARANCE

#### CONSTRUCTION

##### Individual Trees

The penalty for damaging or removing trees not specifically instructed by the Engineer to be removed, shall be R5500-00 per tree.



#### Clearing

Clearing and removal of materials rubbish debris, vegetation and trees etc. shall be stored in designated stockpile areas for later use as indicated by the Engineer.

#### MEASUREMENT AND PAYMENT

##### Basic Principles

The transport of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the Site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

##### Existing Services

Unit : m3 /Sum

The contractor shall protect the existing services on site i.e. existing storm water drainage, culverts and boreholes. Where the relocation of the existing services is required it shall be paid under restricted excavations and day works. The rate shall include the cost of removal of the service, the temporary storage of the components, the re-erection of the components on completion of the Works and any costs relating to the loading and transportation of the components. The supply and installation of new materials, where required, will be paid for at daywork rates.

#### EARTHWORKS

##### SCOPE

The following work in this Section 1200 D shall be carried out using Labour Intensive Construction (LIC) Methods where practical and for such work it shall be held that this specification covers earthworks carried out by hand tools and equipment or, where so permitted in the project specification, by restricted plant usage in accordance under section SANS 1200D:-

- a) Clear and strip site;
- b) Restricted excavation and backfilling;
- c) Remove, stockpile and spread excavated material;
- d) Filling and compacting holes where trees and stumps have been cleared;
- e) Selecting and removing unsuitable material;
- f) Spreading and compacting surplus excavated material on Site;
- g) Hauling of material under (a) to (f) above up to 100 m by wheelbarrow.

#### INTERPRETATIONS

##### Definitions

For LIC Methods the definition for "restricted excavation" shall read: -

"an excavation required to be carried out using only hand tools and equipment or, where so permitted in the project specification carried out with restricted use of plant."

#### MATERIALS

##### Method of Classifying

For LIC Methods add at the beginning: -

"Subject to the restrictions on the use of plant ...."

#### Classes of Excavation (Sub-clause 3.1)

For LIC Methods the excavation of material will be classified as follows: -

"Notwithstanding the provisions of sub-clause 3.1, the material excavated will not be classified for the purpose of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

"Hard rock excavation": Hard rock excavation shall be excavation in material that requires to be broken up by drilling and blasting with explosives and/or wedging and splitting before removal or loading by equipment equivalent to that specified for soft excavation, and boulders of mass more than 50 kg.

In the event of the Engineer instructing that boulders in excess of 50kg mass or isolated ridges of rock be broken up by sledgehammer or by heating and cooling (fire and water), such operations will be measured and paid for separately from other excavations.

#### Material suitable for embankments and terraces

For LIC Methods in paragraph (b) "300 mm" shall read "150 mm".

#### PLANT

##### General

There shall be no restriction on the use of mechanical plant and equipment for work identified in the Schedule of Quantities as "Bulk" or "Mass" earthworks.

Where it is required that the work be carried out using LIC Methods (Refer PSD1) the first two sentences of 4.1 shall read:

"Except where permitted in the project specification, the Contractor shall use only hand tools and equipment such as picks, shovels, sledgehammers and wheelbarrows. Although, for the purpose of classifying excavations, particular items of plant are specified in PSD3.1.2, the Contractor is not obliged to provide or use those specified items of plant for carrying out the work but he may use such plant for the excavation that is so classified as an exception to the restriction on plant."

##### Compaction Plant

For LIC Methods the Contractor shall, save by arrangement with the Engineer, not use compaction plant larger than manually-operated self-driven "pedestrian" compactors.

##### Haul Vehicles

Although, for the purpose of classifying haulage, particular items of plant are identified in PSD5.2.5.2, the Contractor shall not be obliged to use wheelbarrows for the haul of materials over terrain where it may be impracticable to push a wheelbarrow manually.

## CONSTRUCTION

Exposing existing services (Sub-clauses 5.1.2).

The contractor shall protect the existing services on site i.e. existing storm water drainage, culverts and boreholes and based on the information available on general layout plan indicating services have been prepared. Prior to commencing work in any area the Contractor shall consult the Project Manager in regard to the location of the services and shall assist him when required in locating the exact position and depths of services by means of hand excavated test holes. The location and depths of all services discovered by the foregoing investigations shall be recorded and plotted by the Contractor on an "As-built" copy of the services plan.

The Contractor shall assist when required in alterations to services by providing labour, plant and material and shall carry out the necessary work as instructed by the Project Manager.

Test holes to locate services shall be excavated at least 2 weeks ahead of construction in order to allow time for alterations to services or amendments to the design of the works. Once the services have been located the test holes are to be backfilled.

Claims for extension of time as a result of existing services will NOT be entertained if the operation of locating and/or protecting services is less than two weeks ahead of construction.

Disposal of surplus and unsuitable material from excavation (Sub-clauses 5.1.4.3 and 5.2.2.3).

Surplus material from excavations which is suitable to use in fills shall be placed and spread in fills or placed in embankments in areas on the Site designated by the Project Manager and compacted to at least 90% Mod. AASHTO density (98% for cohesion less materials).

Unsuitable material from excavations shall be disposed of by spreading as uncompacted fill or by placing in embankments in areas designated by the Engineer during the Contract. When ordered by the Engineer, the material shall be compacted to at least 90% Modified AASHTO maximum density (98% for cohesion less materials), or to such greater density as directed by the Engineer.

### Embankments

For LIC Methods, the first sentence of the third last paragraph shall read:

"The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness before compaction, not exceeding 150 mm."

Backfilling of trenches and against the remediation cell structure

For LIC Methods all trenches and excavations outside structures shall be carefully refilled with approved material in layers of thickness not exceeding 150 mm before compaction. During the placing of each layer, the filling shall be well stamped and compacted.

#### Freehaul

For LIC Methods freehaul shall be 2,5 m or the average distance of a single throw with a standard shovel full of soil, whichever is the greater distance.

#### Compaction of Cut Areas

All cut areas in sandy soil shall be compacted to 100% Mod AASHTO to a depth of 300 mm after final finishing.

#### Explosives (Clause 5.1.1.3)

The Contractor shall use explosives for blasting in connection with the Works only where approved by the Engineer. Such approval, however, shall not relieve the Contractor of his responsibilities in terms of the Contract.

The Contractor shall submit to the Engineer for his approval, before any blasting preparation on Site is commenced, details of his proposed blasting programme, the methods to be used and the precautions to be adopted. The Contractor shall use only moderate charges of explosives at any time and the utmost care shall be taken to avoid unnecessary shattering of rock or disturbance of the ground.

Blasting shall not be permitted in any situation or position where, in the opinion of the Engineer, it is likely to endanger any existing foundations, structures, pipelines, power and telephone lines or other services. In such situations, the rock shall be excavated by drilling and wedging or by other suitable methods other than blasting, as approved by the Engineer.

The prior consent for blasting given by the Engineer shall in no way relieve the Contractor of any of his obligations under this Contract and the Engineer shall have the power to withdraw his consent for blasting and order other means or methods of excavation in rock.

#### TOLERANCES

##### Position, Dimensions and Level for Bulk Earthworks

Except that finished levels shall comply with Sub-clause 6.1(b) (3) for Degree of Accuracy II, a degree of accuracy III shall be applicable to bulk earthworks.

Add new item c) as follows:

Permissible deviation (PD)

Degree of Accuracy

III      II      I

mm      mm      mm

- c)      1) Specified individual layer thickness  
           ± 20    +20 -10+10 -0  
           2) Overall group layer thickness for multi layer earthworks  
           ± 50    +50 -20+50 -0

#### MEASUREMENT AND PAYMENT

##### Restricted Excavation

For LIC Methods, the sub-items of Sub-clause 8.3.3(b) shall read as follows: -

“(b) Extra-over for

Intermediate excavation Unit: m<sup>3</sup>

Hard rock excavation      Unit: m<sup>3</sup>”

##### Filling and compacting holes

The filling with soil and compaction of holes and depressions on Site as designated by the Engineer will be measured per cubic meter (m<sup>3</sup>), as compacted fill according to the volume of the holes.

The tendered rate shall cover the cost of placing the material, watering where required and compaction to 93% AASHTO density (100% for sand).

The cost of excavation and hauling of material will be measured under the relevant scheduled items.

Placing and Compaction of Disposed (Spoil) Material from Excavation (Subclauses 8.3.2 and 8.3.3)  
 Unit: m<sup>3</sup>

Except when disposed material is not to be compacted, the placing and compaction of disposed material shall be measured per m<sup>3</sup> of compacted material in fill or embankment, notwithstanding any contradiction with the provisions of Sub-clause 8.2.1.

#### CONCRETE (STRUCTURAL)

##### MATERIALS

Cement (Clause G3.2)

Rapid hardening Portland Cement shall only be used after approval by the Engineer.

Only Ordinary Portland Cement shall be used for the Works, unless otherwise indicated or directed by the Engineer.

Cement shall not be older than 12 weeks at the time of being used.

#### Aggregates (Clause G3.4)

The use of plums in concrete work will not be permitted.

#### Admixtures (Clause G3.5)

Admixtures may be used subject to the following conditions: -

- a) All information regarding the admixtures to be used shall be provided in terms of Subclause G3.5.1.
- b) The beneficial results to be expected from the use of the admixture shall be clearly stated.
- c) Proof is submitted that these results will be obtained with the particular concrete in the Works under the conditions expected on the Works.
- d) The use of the admixture shall not adversely affect the durability or any other property of the concrete.
- e) The admixture shall conform with the applicable A.S.T.M. or other relevant specification.
- f) The admixture shall be used in strict conformity with the manufacturer's instructions.

#### Air-entraining Agents (Clause G3.5.2)

The use of air-entraining agents shall not be permitted.

#### Joint Fillers and Sealers

Joint filling material to isolation joints in surface beds shall be 10mm thick closed cell high density polyethylene "Expand foam" as manufactured by "Fosroc" or equal approved material.

Joint filling material to sawcut joints in surface beds shall be 12 x 12mm.

"Expancell" as manufactured by "Fosroc" or equal approved material.

Joint filling material to expansion joints between existing and new buildings shall be between polystyrene.

Joint sealing material to isolation and sawcut joints in surface beds shall be "Thioflex 600" as manufactured by "Fosroc" or equal approved material and shall be applied in accordance with the manufacturer's requirements and to the approval of the Engineer.

An approved separator shall be provided between the joint filling and sealing materials in all joints to avoid bonding of the joint filling and sealing materials.

#### Bondbreaker

Material for the debonding of adjacent concrete elements shall be "Ravenol" bituminous paint or equal approved material.

#### Grout

All grouting must be carried out using a pre-packaged non shrink cement based product which is chloride-free such as "Conbescka GP" manufactured by "Fosroc" or equal approved material.

#### PLANT

##### Formwork (Clause G4.5)

Formwork shall be provided for all concrete surfaces sloping more than 30° with the horizontal, unless otherwise approved or directed by the Engineer.

Wire connectors through concrete shall not be allowed. All ferrules or other fastening devices shall present a neat, uniform and tidy pattern.

All holes created by the removal of shutter fixing devices shall be thoroughly grouted with sand/cement grout of the same colour as the surrounding concrete. The ratio of cement to sand in the grout shall be the same as that used in the concrete. The concrete surface at the holes shall be made flush and neat to the satisfaction of the Engineer. In underground or water retaining structures, the grouting operation shall render the structure watertight.

All exposed corners of concrete structures shall be splayed with 20 mm x 20 mm fillets unless otherwise indicated or directed by the Engineer. No sharp corners will be allowed.

The use of old, buckled, twisted or otherwise damaged steel or timber shutters on off-shutter concrete will not be permitted and all formwork shall be approved by the Engineer before concreting is commenced.

Should the soil conditions on Site not be suitable for the casting of footings and foundations against excavated faces, the Engineer shall instruct the Contractor to utilise rough vertical formwork.

If requested by the Engineer, the Contractor shall submit to the Engineer the design and details of the formwork for approval before any work is commenced.

#### CONSTRUCTION

##### Reinforcement (Clause G5.1)

Welding of reinforcement will not be permitted.

##### Cover over Reinforcement (Clause G5.1.3)

The exposure condition for the Works shall be "severe" unless otherwise indicated on the Drawings.

**Formwork (Clause G5.2)**

The finish to concrete where smooth formwork is specified shall be to Grade I Degree of Accuracy as defined in Clause 6 and shall be rubbed down with carborundum blocks at a time approved by the Engineer. No cement wash shall be allowed on exposed concrete surfaces.

**Concrete (Clause G5.5)**

Concrete used in the Works, shall be strength concrete of the following grades:

Grade Specified 28 Day Compressive Strength (MPa)

Nominal Aggregate Size (mm)

40/20 40 20

Grade Specified 28 Day Compressive

Strength

(MPa) Nominal Aggregate Size (mm)

30/20 30 20

25/20 25 20

20/20 20 20

15/20 15 20

The grades of concrete to be utilised in various parts of the Works shall be as indicated on the Drawings or as directed by the Engineer.

All mix proportions for strength concrete shall be subject to the approval of the Engineer, but such approval shall not relieve the Contractor of his responsibilities in terms of the Contract. The proposed mix designs shall be submitted to the Engineer prior to the commencement of concreting operations.

Changes in plant, aggregate or mix proportions shall only be made with the prior approval of the Engineer.

Unless otherwise specifically agreed to by the Engineer in writing, all concrete shall be produced at the site of construction. If the use of ready mixed concrete is allowed, such concrete shall be in accordance with the requirements of the Specifications.

Unless otherwise indicated or directed by the Engineer, all foundation surfaces, excluding surface beds and brick wall foundations, shall be covered with a blinding layer before reinforcement is placed, in accordance with the details shown on the Drawings or as indicated by the Engineer. All foundation surfaces shall be inspected and approved by the Engineer before blinding layers or other concrete is placed. All shuttering and fixed reinforcement must also be inspected and approved by the Engineer before concreting.



At least 48 hours' notice is required by the Engineer in respect of all such inspections.

The use of curing compounds shall be subject to the prior approval of the Engineer.

Construction joints shall only be allowed at positions indicated on the Drawings or approved by the Engineer. Where construction joints are unavoidable, suspended slabs shall be stopped off at 45° adjacent to and past columns. Walls shall be stopped off at right angles.

The Contractor shall prepare two trial mixes for each grade of concrete specified in the Works no later than 1 month prior to the commencement of casting of concrete on the Works. The aggregates and plant, as erected and approved on the Site, shall be utilised for this purpose. The Contractor shall make and test six 150 mm concrete cubes for each of the trial mixes. Three cubes of each trial mix shall be tested at 7 days and the remaining three tested at 28 days.

#### Concrete Surfaces (Clause G5.5.10)

Except where otherwise specified or indicated, all exposed unshuttered concrete surfaces shall, immediately after placing of the concrete, be levelled and shall be floated after the surface has set sufficiently. Floating shall be performed in one direction and float marks shall be parallel and of good appearance. Under no circumstances will exposed unshuttered concrete surfaces be allowed to be finished off with a separate cement-sand screed.

Where a wood floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, wood floating shall be performed to produce a dense, uniform surface free of any marks.

Where a steel floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, power floating shall be performed to produce a dense, uniform surface free of any marks.

#### Joint Fillers and Sealers

All joint fillers and sealers shall be installed in accordance with the manufacturer's requirements, to the approval of the Engineer. The joint sealer shall be applied to form a homogenous unit without discontinuities or openings and shall be finished to a neat level surface and aligning with the faces of the joints.

#### Rubbing Down of Exposed Concrete Surfaces

All exposed concrete surfaces shall be rubbed down with carborundum blocks to a smooth appearance and a uniform colour. No cement wash will be allowed on exposed concrete surfaces.

#### TOLERANCES

#### General (Clause G6.1.1)

The Contractor shall construct all exposed shutter finish concrete surfaces to Degree of Accuracy I. All other Concrete Works shall be constructed to Degree of Accuracy II.

The Contractor shall remedy or remove and replace at his own expense, all concrete work which does not satisfy the prescribed tolerances, as directed or approved by the Engineer.

#### TESTS

##### Testing (Clause G7.2)

The Contractor shall be responsible for testing of cubes at approved laboratories for his own construction quality control, at his own expense, and he shall mould and cure the same.

Control tests by the Engineer shall be paid for separately from the Provisional Amount provided for this purpose.

The Engineer shall require six concrete test cubes for each individual concreting operation. Three of these cubes shall be tested at 7 days and three at 28 days.

Should 7 day strengths be obtained at any stage, which indicate, in the opinion of the Engineer, that the specified characteristic strength will not be achieved, the Engineer may stop concreting operations until 28 day strengths of such concrete are available, without compensation for losses or delays.

#### MEASUREMENT AND PAYMENT

##### Formwork (Clause G8.1.1)

The rubbing down of concrete with a smooth formwork finish, with carborundum blocks shall be measured separately per square metre.

The splaying with 20 x 20 mm fillets shall not be measured separately and shall be included in the formwork rates.

The rate for rough vertical formwork where excavation surfaces are not suitable for casting of concrete shall include the necessary working space and support of the formwork.

##### Reinforcement (Clause G8.1.2)

The basic rates Contracted for 25 mm bars as well as the extra-over rates for bars of diameters other than 25 mm, shall not be subject to variations in terms of the general Conditions of Contract, should the final quantities differ from the quantities given in the Schedule of Quantities.

##### Concrete (Clause G8.1.3)

The cleaning of construction joint surfaces shall not be measured separately and all costs in connection therewith shall be included in the concrete rates.

#### Unformed Surface Finishes (Clause G8.4.4)

Wood and steel floated surface finishes shall be measured and paid separately per square metre of the completed and finished concrete surface.

#### Joints (Clause G8.5)

Contraction, isolation and sawcut joints shall be measured and paid per linear metre. The rate shall include the joint filling and sealing materials and the provision of an approved separator between the joint filling and sealing materials. Formwork to isolation joints shall be included in the relevant rate.

Joint filling material to expansion joints shall be measured and paid for per square metre.

#### HD Bolts and Miscellaneous Metal Work (Clause G8.8)

HD Bolts and expandable anchor bolts shall be measured and paid per unit. The rate shall include the cost of the bolts, washers, nuts, all threading and drilling, shaping, anchor sleeves, casting in and all labour and finishing complete.

Trimmer angles and other miscellaneous steelwork cast into concrete shall be measured and paid per kilogram. The rate shall include the cost of the supply of the item, the casting in and all labour and finishing. The measured mass shall include the basic mass of the item and any plates or brackets attached thereto as indicated on the Drawings or directed by the Engineer.

#### Bondbreaker

The application of bituminous paint to concrete surfaces, for the debonding of adjacent concrete elements, shall be measured and paid per square metre.

#### PSG6.8 Testing of Water Retaining Structures

The testing of water retaining structures shall be paid under a sum in the Schedule of Quantities. The sum shall include the cleaning and flushing of the structures, the testing of the structure and all requirements of the Specification.

#### No-Fines Concrete and Benching

No-fines concrete or benching of uniform thickness will be measured per m<sup>2</sup>. No-fines concrete or benching of varying thickness will be measured per m<sup>3</sup>.

## **STRUCTURAL STEELWORK (SANS 1200H)**

### **MATERIALS**

#### STRUCTURAL STEEL (Sub Clause 3.1)

Structural steel generally shall be Grade 300WA.

#### BOLTS AND NUTS (Sub Clause 3.5)

Unless otherwise specified on the drawing or in the Schedule of Quantities, bolts and nuts shall be Grade 4.6 and shall be zinc plated to BS 1706 – 1990, passivated to DEF 130 (looking golden). Bolts for moment connections shall be Grade 8.8.

### CONSTRUCTION

#### DRAWINGS AND SHOP DETAILS

##### DESIGN DRAWINGS (Sub Clause 5.1.1)

In addition to Clause 5.1.1 the following shall apply:

The Engineer's design drawings will be made available to the Contractor on a phased basis in a sequence and at a time established by Engineer, together with the Contractor, with a view to smooth in the peaks in the Contractor's work load on the contract. In so far as this is possible rationalising the information flow from the Engineer within the constraints of the availability of vendor information on the one hand and the completion of foundations ready for erection on the other.

The sequence and anticipated timing of the issue of the Engineer's design drawings are indicated on the programme.

Whilst every effort will be made to accommodate the Contractor's preferences in the sequence and timing of the issue of the Engineer's design drawings, the exigencies of the project may require the Contractor to accept information in a sequence and at a time different to this. In this event the Contractor will be required to apply such additional fabrication and erection resources as may then become necessary to achieve key dates for mechanical access and completion.

##### CONTRACTOR PROVIDES SHOP DETAILS (Sub Clause 5.1.2)

This clause is omitted and replaced by:

The Contractor shall commence shop detailed drawings on receipt of the Engineer's design documents. Duplicate copies of shop details drawings shall be submitted to the Engineer for his approval. The Engineer shall return one copy of the drawings with comments or written approval, as the case may be within 10 (ten) working days).

The Engineer checks the drawings on behalf of the Employer and is limited to the confirmation of design intent. Responsibility for dimensional co-ordination for erection fit shall remain with the Contractor.

### FABRICATION

#### SHOP CONNECTIONS

All shop connections shall be welded and as a precaution against corrosion, welds shall be continuous around the periphery of the contract surfaces.

## ASSEMBLY AND ERECTION

### SUB-ASSEMBLIES

To reduce the number of site connections, shop welded sub-assemblies shall be as large as possible, compatible with the practicability and cost of transportation to the site and hoisting into position.

### TOLERANCES (Clause 6)

#### FABRICATION AND ASSEMBLY TOLERANCE (Clause 6.1.2)

In addition to Clause 6.1.2 the following shall apply:

Fabrication and erection tolerances shall be in accordance with the National Structural Steelwork specification for Building Construction and published by The British Constructional Steelwork Association Limited.

#### TOLERANCES ON DIMENSIONS, ACCURACY OF ERECTION, ETC. (Clause 6.2)

##### OTHER TOLERANCES (Clause 6.2.2)

Clause 6.2.2 is replaced by the following:

Tolerances shall be in accordance with the National Structural Steelwork Specification for Building Construction and published by The British Constructional Steelwork Association Limited.

## WELDING

### QUALIFICATIONS OF WELDERS

Welders shall be coded and shall hold valid certificates in terms of SANS 10044-4 for the type of welding involved in this Contract.

### VISUAL INSPECTION OF WELDS

All welds shall be visibly inspected and checked for conformity with the standards specified in SANS 10044-4.

### TESTING OF WELDS

The Engineer will, at his discretion, call for non-destructive testing of welds.

### REMEDIAL MEASURES

Should any welds be rejected by the Engineer for defects detected either visually or NDT, the defective welds shall be cut out and re-welded to the Engineer's approval and at the Contractor's expense including the cost of testing.

Should any tests ordered by the Engineer show the welds to be acceptable, the costs of such tests will be to the Employer's account and a provisional item has been included in the Schedule of Quantities for this purpose.

#### PROTECTIVE TREATMENT (Sub Clause 5.3.9)

The cleaning and priming of structural steelwork shall be done by a competent workman properly equipped and supervised and working in suitable weatherproof dust free premises.

#### ABRASIVE BLAST CLEANING

All abrasive blast cleaning shall be to SA 2½ of Swedish Standard SIS 055900n and shall comply with the relevant clauses of SANS 10064.

The blasting medium and compressed air shall be selected to impart a profile in the range of 25 to 50 microns to the steel surface and shall be free of any contaminant deleterious to subsequent priming.

Priming shall be applied within two hours of blast cleaning to surfaces, which are completely clean and dry.

#### SITE PAINTING

All areas of steelwork in which the primer has been damaged shall be cleaned and dried and touched up in accordance with the paint manufacturer's recommendations.

#### COLD ROLLED SECTIONS

Steel sections shall be not dipped (galvanized) zinc coated to SANS 32/SANA 121.

#### TOLERANCES

#### BLAST CLEANING

##### i) CLEANLINESS

A lower grade of cleanliness shall not be acceptable when a grade of cleanliness is specified, e.g. Grade SA 2½.

##### ii) PROFILE HEIGHT

The average profile height shall not be more than 10% above the maximum specified.

#### COATING THICKNESS

The average coat of paint is applied to any area where the paint film thickness is less than the minimum specified.

#### STRUCTURAL STEEL WORK (SUNDRY ITEMS)

##### MATERIALS

##### Structural Steel

All steel used for the fabrication of structural steel components shall comply with the requirements of SANS 1431 Grade 300WA steel, unless otherwise stated.

##### Welding Consumables

Only low hydrogen electrodes or electrodes with a controlled hydrogen content shall be used for welding, unless otherwise agreed to by the Engineer in writing.

#### CONSTRUCTION

##### Holes for Fasteners

The punching of holes is not acceptable and all holes shall be drilled.

##### Welding

All welding shall be carried out in accordance with BS 5135 and SANS 10044, Parts I, II and III (Chapter 1). Where the BS and SABS specifications are contradictory, the SANS Clause shall apply.

Field welding shall be carried out with a direct current welding machine and shall only be allowed for secondary structural elements.

Surfaces to be welded shall be free of filings, rust, grease, paint and other materials which may be detrimental to the quality of the weld. Mill scale which cannot be removed by brushing may remain on the metal.

Elements shall remain in alignment and be free of warps and bends on completion of the welding and all weld splash shall be removed.

#### TESTING

##### Test Certificates

Test certificates for commercial quality steel and any steel in accordance with SABS 1431, shall be submitted to the Engineer.

## 4 List Of Drawings

### 4.1 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.

### Drawings for the Workshop

DRG No.	Description

## SECTION 2

### 5 Management and start up

#### 5.1 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:
Risk register and compensation events	Bi-Weekly on Thursdays at 11h00	Site Office	Project Manager, Risk Officer, project team, and Contractor's team and Supporting Specialists
Overall contract progress and feedback	Bi-Weekly on Thursdays at 10h00	Site Office	Project Manager, Risk Officer, project team, and Contractor's team and Supporting Specialists

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information/Tender Specification 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.

#### 5.2 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. 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.

#### 5.3 Health and Safety Management Requirements

The contractor must comply with the Transnet Contractor Management Procedure TRN-IMS-GRP-PROC-014. The contractor shall submit a detailed Contractor Execution Plan to the Project Manager for approval in line with the attached Annexure 8.6 (***Contractor Execution Plan Minimum***



**Requirements**), in line with the **Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC-014)** upon award of the tender.

Contractor Compliance File (SHE File) completed with project specific risk assessment must be handed to the Project Manager/Compliance and Regulatory Affairs (CRA) Office for approval upon award of the Tender. The *Contractor* shall ensure that its Subcontractors comply with the requirements of the SHE Plan.

The *Contractor* shall further comply with the following:

- The Contractor must, for the duration of this Contract, comply with the terms of any applicable Act and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.
- The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the
- provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- The Contractor shall at his own costs at all-time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.
- The contractor shall submit a Safety and Health Management Plan as part of the Tender Documents which details the potential health and safety hazards that may arise from the execution of the project as well as mitigation measures.
- All relevant Health and safety legislative requirements including but not limited to the Occupational Health and Safety Act 85 of 1993, Transnet Policies and Procedures.

#### **5.4 Environmental Requirements**

The *Contractor* shall perform the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices. The contractor is required to submit a project specific Environmental Management Plan (EMP) detailing management actions to mitigate potential environmental impacts that may arise from the execution of the project as well as relevant roles and responsibilities and how potential environmental risks will be assessed and managed including the monitoring and recording thereof.

Environmental Method Statements describing how the Contractor will implement environmental management measures associated with a particular environmental aspect during construction shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Site establishment and demarcation
- Hazardous (including asbestos waste) and general waste management
- Storm water management
- Handling, Storage and Management of Hazardous Substances
- Surface or ground water management
- Hydrocarbon spillages
- Machinery and Equipment refuelling procedures
- Dust control management
- 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
- Environmental awareness training
- Emergency procedures for environmental incidents
- Protection of protective species or ecosystems if any
- Closure of construction laydown area
- Site Rehabilitation

The Contractor complies with the following:

- The Contractor shall ensure that his/her management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the site SHE induction prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the induction and are made aware of the Safety and Environmental Plans and requirements relating to the Site.
- The plant (trees) 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 Safety, Health and Environmental Officer (SHEO) to monitor safety and 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.
- A copy of the EMP 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 requirements contained in the EMP.
- Method statements that are required during construction must be submitted to the Project Manager for approval at least 20 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.

- The Contractor shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the Project Manager and Transnet Engineering Environmental Manager.
- 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.
- The contractor shall be subjected to environmental site inspections and audits by the TE Environmental Manager to monitor compliance with the EMP, Remediation Order and all relevant environmental legislative requirements.
- Comply with all relevant legislative requirements but not limited to:
  - The National Environmental Management Act, Act 107 of 1998;
  - The National Environmental Management: Waste Act, Act 59 of 2004;
  - The Hazardous Substances Act, Act 15 of 1973; etc.

## 5.5 Quality assurance requirements

- 5.5.1 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 5.5.2 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
- 5.5.3 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.
- 5.5.4 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*.
- 5.5.5 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
- The Contractor shall submit with his tender his proposed QC plan and procedures. This plan shall indicate how the necessary quality assurance and control will be carried out in order to provide the Works.
  - The plan shall consist of check lists and measurements sheets to be completed by the Contractor in order to substantiate that the complete work conforms to the specifications with respect to material, quantity, dimensions, methods and other requirements.
  - The entire plan for the contract shall be controlled for comprehensiveness by means of a form referring to the various checklists and measurement sheets.
  - The Contractor may use his own check lists and forms or may use standard forms supplied. The Contractor shall have his Quality Control plan approved by the Project Manager prior to the start of any work or ordering of material.

- 5.5.6 The Quality Policy means The Suppliers' Quality Policy Documents and Certification.
- 5.5.7 The Index of Procedures means Relevant Checklists and Procedures
- 5.5.8 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format. The Contractor numbers each individual activity with a unique number that can be cross- referenced if needed.
- 5.5.9 The *Contractor* uses MS Projects for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.
- 5.5.10 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.
- 5.5.11 The Contractor's programme shows duration of operations in working days and weeks. 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
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. 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
- 5.5.12 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*.
- 5.5.13 The *Contractor* submits programme report information to the *Project Manager* at Bi-weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 5.5.14 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.
- 5.5.15 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].
- 5.5.16 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].

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

- 5.6.1 The *Contractor* employs a SHEO as a key person under ECC Clause 24.1
- 5.6.2 The SHEO provides the *Project Manager* with all environmental method statements.
- 5.6.3 The SHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period]. The *Contractor* is referred to Annexure

The SHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the Risk Official.

- 5.6.4 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 his delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

## **5.7 Insurance provided by the Employer**

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

## **5.8 Contract change management**

- 5.8.1 No additional requirements apply to ECC Clause 60 series.

## **5.9 Records of Defined Cost, payments & assessments of compensation events kept by Contractor**

- 5.9.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work (if appropriate);
  - Records of Equipment used and people employed outside the Working Areas (if applicable); and

## **5.10 The Contractor's Invoices**

- 5.10.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 5.10.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 5.10.3 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 [insert relevant details].
  - The invoice contains the supporting detail [insert relevant details].
- 5.10.4 The invoice is presented via Email or hand delivery

## **5.11 People**

- 5.11.1 The *Contractor* complies with the following:

### **5.12.2.1 CONTRACTOR LIABILITY**

- 2.1.1 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;
- 2.1.2 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.
- 2.2.3 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.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 The *Contractor* is required to develop and provide a Business Continuity plan

#### 5.12.2.2 **INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- 2.2.1 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.
- 2.2.2 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 2.2.3 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
- 2.2.4 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
- 2.2.5 The Industrial Action Report must provide at least the following information:
  - 2.2.5.1 Industrial incident report,
  - 2.2.5.2 Attendance register,
  - 2.2.5.3 Productivity / progress to schedule reports,
  - 2.2.5.4 Operational contingency plan,
  - 2.2.5.5 Site security report,
  - 2.2.5.6 Industrial action intelligence gathered.



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

2.2.7 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.

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

2.4 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.

## **5.12 Plant and Materials**

### **5.12.1 Quality**

5.12.2 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*.

5.12.3 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.

5.12.4 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.

5.12.5 Plant & Materials provided "free issue" by the *Employer*

**Not applicable**

5.12.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

**Not Applicable**

5.12.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works* Information.

**Not Applicable**

5.12.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

**Not Applicable**

5.12.9 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

**Not Applicable**

5.12.10 *Contractor's* procurement of Plant and Materials

As per the Bill of quantities

5.12.11 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

The Contractor shall provide written certification of compliance with specification of Plant and Materials supplied by him where applicable.

Where materials to be used in the works are required to comply with a SABS/SANS specification, they will be accepted as complying with the SABS/SANS specification if one of the following is satisfied.

- The display of a SABS/SANS mark on the product with a copy of the SABS/SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SABS/SANS specification is measured and confirmed on site or in an approved laboratory.

5.12.12 The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications

5.12.13 Spares and consumables

The *Contractor* provides the following spares and consumables to the *Employer*:

**Not Applicable**

### **5.13 Tests and inspections before delivery**

5.13.1 The *Contractor* submits to the Project Manager details to certify that tests and inspections have been carried out on Plant and Materials by others.

### **5.14 Marking Plant and Materials outside the Working Areas**

5.14.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with Not Applicable.

### **5.15 Contractor's Equipment (including temporary works).**

5.15.1 The *Contractor* provides the *Project Manager* with the following category of Equipment (or similar) for the execution of the *works*:

#### **List of Plant and Equipment**

5.15.2 The Equipment category is subject to the following acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas:

**Not Applicable**

### **5.16 Preparation of post Completion contracts**

5.16.1 The *Contractor* provides the following assistance to the *Employer* post Completion:

**Not Applicable**



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## **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.