

**TRANSNET FREIGHT RAIL**

Enquiry: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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**Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: REFURBISHMENTS OF MAIN BUILDING, COMMUNICATIONS ROOM,  
LABORATORY AND PARKING AREA AT THE NO. 2 INDUSTRY ROAD, TRANSNET  
ROAD TELECOMS BUILDING.**

<b>RFP NUMBER</b>	<b>: SIC20034CIDB/HOAC-HO-35475</b>
<b>ISSUE DATE</b>	<b>: 29 June 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 06 July 2022</b>
<b>CLOSING DATE</b>	<b>: 14 July 2022</b>
<b>CLOSING TIME</b>	<b>: 10h00 am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>2 Industry Road, Isando on Wednesday the 06 July 2022, at 10:00am at 10:00am [10 O'clock]</b> for a period of <math>\pm</math> 6 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser 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 licences 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 T2.2-01</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 T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>

<b>CLOSING DATE</b>	<b>10:00am on (14 July 2022)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
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## 2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window 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.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
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b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

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- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions : Option A C2.2 Price List
Part C3: Scope of Work	C3.1 Service Information

	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Nnemo Pyana
	Address:	15 Girton Road, Inyanda House 2, Park Town, Johannesburg, 2001
	Tel No.	011 308 1682
	E – mail	Nnemo.pyana@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7  <i><b>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</b></i>	
	<b>2. Stage Two - Pre-qualification criteria for preferential procurement Regulation 4.</b>  A tenderer having a stipulated minimum B-BBEE status of level 1 A tenderer that is Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises (QSEs)  <i><b>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</b></i>	
	<b>3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</b>  <b><u>Tenderers must properly complete, duly sign and submit returnable schedule T2.2-2,</u></b> entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):	



Description of services, works or goods	Stipulated minimum thresholds
Steel Product and Component for Construction	100%
Textile, Clothing and Leather and Footwear	100%
Solar Water Heater Components	70%
Steel Conveyance Pipes, Pipe Fittings and Specials	100%
Valves	70%
Furniture Products	70%
Electrical Cable Products	90%

## 2.1 Local Content Notes

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

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

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

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

Where

x is the imported content in Rand

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

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

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

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- 2.1.5 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) will be verified for accuracy.
- 2.1.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 2.1.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 2.1.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

#### **4. Mandatory RFP Annexures**

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

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule
- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
- Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
  - Annexure D – Imported Content Declaration: Supporting Schedule to
  - Annexure C Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In

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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.

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 5GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

**6. Stage Five - 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 70 points.

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

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

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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 bring their RFP document to the briefing session and have their returnable document T2.2-1 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer package are as follows:

Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: .....</li> <li>▪ Contact person and details: .....</li> <li>▪ The Tender Number:</li> <li>▪ The Tender Description</li> </ul>
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Documents must be marked for the attention of:  
***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:

Time: **10:00 am** on the **14 July 2022**

Location: The Transnet e-Tender Submission Portal: [www.transnet.net](http://www.transnet.net)

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

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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 Criteria**

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

	Indicator for scoring	Percentage Score	Unit score	Maximum No: of Points
<b>T2.2-04 Plan (Part A)</b> The contractor must state when he/she intends to start and complete the job. This must also be	1. Not Submitted or Program submitted but <b><u>NOT</u></b> in MS Projects Template.	<b>0%</b> Failed to address the issues	<b>0</b>	<b>20</b>
	2. The activity schedule omits all important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in sequencing. The	<b>20%</b> Failed to address the issues.	<b>4</b>	

supported by providing a working programme, which after awarding will then be used as a monitoring tool on work progress. Points given should be based on the duration and correct sequencing of project activities. ALL TENDERERS SHOULD SUBMIT WORKS PLAN/ PROGRAMME IN MS PROJECTS OR PROJECT LIBRE	tenderer shows no understanding of the project scope with relation to work plan scheduling.			
	3. The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in sequencing.	<b>40%</b> Less than acceptable response	<b>8</b>	
	4. All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.	<b>60%</b> Acceptable response to the particular aspect of the requirement	<b>12</b>	
	5. The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequences with project objectives and requirements. There is a fair degree of detailed that facilitates understanding of the proposed work plan.	<b>80%</b> Above acceptable response – demonstrate s real understanding of requirement s.	<b>16</b>	
	6. Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies. The Programme clearly support and demonstrate full alignment to the Approach Paper/Method Statement.	<b>100%</b> Excellent response – gives real confidence that the supplier will add real value.	<b>20</b>	

<b>Duration of project (Part B)</b>	<b>Project Duration :</b>			
	7. Not Submitted or Program submitted but <b>NOT</b> in MS Projects Template.	<b>0%</b> Failed to address the issues	<b>0</b>	<b>5</b>
	8. Project Duration clearly stipulated in WEEKS and duration is 23 weeks OR ABOVE	<b>20%</b> Failed to address the issues.	<b>1</b>	
	9. Project Duration clearly stipulated in WEEKS and duration is in between 21-22 weeks	<b>40%</b> Less than acceptable response	<b>2</b>	
	10. Project Duration clearly stipulated in WEEKS and duration is in between 19-20 weeks	<b>60%</b> Acceptable response to the particular aspect of the requirement	<b>3</b>	
	11. Project Duration clearly stipulated in WEEKS and duration is in between 17-18 weeks	<b>80%</b> Above acceptable response – demonstrates real understanding of requirements.	<b>4</b>	
	12. Project Duration clearly stipulated in WEEKS and duration is in between 16 weeks or less	<b>100%</b> Excellent response – gives real confidence that the supplier will add real value.	<b>5</b>	
<b>T2.2-05 Previous Experience Work</b>  Experience with respect to	1. Not Submitted.	<b>0%</b> Failed to address the issues	<b>0</b>	
	2. Contractor has limited work experience. Project related	<b>20%</b> Failed to address the issues.	<b>5</b>	

specific aspects of the project/ Comparable projects. Greater weight should be given to projects of a similar nature for the last 5 years. The contractor should have done and completed any type of building works or similar projects. Completion certificate must be submitted as evidence. 5 Points are to be given per completion certificate provided, bidders who submit 5 Project relevant Completion certificate will receive full 25 Points	completion letter/certificate submitted = 1 Project			25
	3. Contractor has limited work experience. Project related completion letter/certificate submitted = 2 Projects	40% Less than acceptable response	10	
	4. Contractor has relevant experience but has not dealt with the critical issues specific to the project assignment. Project related completion letter/certificate submitted = 3 Projects	60% Acceptable response to the particular aspect of the requirement	15	
	5. Contractor has extensive experience in relation to the project and has worked previously under similar conditions & circumstances. Project related completion letter/certificate submitted = 4 Projects	80% Above acceptable response – demonstrates real understanding of requirements.	20	
	6. The contractor has outstanding experience in project of a similar nature. Project related completion letter/certificate submitted = 5 or More Projects	100% Excellent response – gives real confidence that the supplier will add real value.	25	
<b>T2.2-06 Risk Management Plan</b>	<b>The following criteria to be included:</b> - Emergency operating procedures - Business Continuity invocation action - Project recovery resources			



	<ul style="list-style-type: none"> <li>- Business / Supplier Contact list</li> <li>- Emergency Contact</li> <li>- Identification of critical processes within the project</li> <li>- Recovery Time Objective in case of any interruption that may arise</li> <li>- Recovery Strategy: how will the supplier recover</li> <li>- Operational dependencies eg: Operational equipments, telephones</li> <li>Etc needed to ensure continuity</li> <li>- Alternative supply of equipment and/ or supply of extra staff</li> <li>- Battle box ( It comprises of all necessary documentation, equipments required for continuity )</li> <li>- Identification of risks of service interruption during the project</li> <li>- Risk Analysis methodology</li> <li>- Ranking of the Risks</li> <li>- Mitigation of the identified risks</li> <li>- Responsible person</li> </ul>	<b>7.5</b>
<b>T2.2-07 Environmental Management Plan</b>	<p>The tenderer must provide an environmental management plan describing:-</p> <ul style="list-style-type: none"> <li>• Key environmental impacts and aspects associated with the proposed project.</li> <li>• Possible mitigation measures associated with identified impacts and aspects.</li> <li>• Key roles and responsibilities for both the Tender's project team and Transnet with regards to the project.</li> </ul>	<b>2.5</b>

	<ul style="list-style-type: none"> <li>Monitoring techniques and reporting of both accidents and incidents.</li> <li>Details of induction and other forms of training (if any).</li> </ul> <p>The following documents are key– Transnet SOC Limited – Integrated Management Systems (IMS) Policy, By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.</p> <p>Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.</p>		
<b>T2.2-08 Health and Safety Management</b>	<p>Submit the following documents as a minimum with your tender:</p> <ol style="list-style-type: none"> <li>The Tenderer provided project specific health and safety Plan.</li> <li>Health and safety cost breakdown (Bill of Quantities) is provided.</li> <li>Safety, Policy is signed the Chief Executive Officer, included or cover the following elements– Commitment to Safety, prevention of pollution, <ul style="list-style-type: none"> <li>Continual improvement,</li> </ul> </li> </ol>		10

	<ul style="list-style-type: none"> <li>Compliance to legal requirements, appropriate to the nature of contractor's activities,</li> </ul> <p>Should cover:</p> <ul style="list-style-type: none"> <li>Hold management accountable for development of the safety systems</li> </ul> <p>Include objectives and targets.</p> <p>4. Outline the Roles &amp; Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and listed on the SHE Plan</p> <p>5. 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.</p> <p>6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project.</p>	<b>10</b>	
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	<p>7. <b>Three years</b> synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.</p> <p>8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.</p>				
<p><b>T2.2-09 Method Statement(Technical Approach)</b></p> <p>This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of</p>	1. Not Submitted	0% Failed to address the issues	0	30	
	2. The technical approach and/ or methodology are very poor/ are unlikely to satisfy project objectives and requirements. The tenderer has misunderstood all aspects of the scope of work and does not deal with the critical aspects of the projects	20% Failed to address the issues.	6		
	3. The technical approach and/ or methodology are poor/ are unlikely to satisfy project objectives and requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the projects	40% Less than acceptable response	12		
	4. The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic	60% Acceptable response to the particular aspect of the requirement	18		

<p>anyone who will be affected by the projects activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team. And state their job description, experience and qualifications, CVs. A company profile and organogram must be provided as well as the</p>	<p>5. The approach is specifically tailed to address the specific project objectives and requirements and is sufficient flexible to accommodate changes that may occur during execution. The quality plan is specifically tailed to the critical characteristics of the project.</p>	<p><b>80%</b> Above acceptable response – demonstrates real understanding of requirements.</p>	<p><b>24</b></p>	
	<p>6. Besides meeting the 'good' rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state –of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality. The method statement fully describes how the works will be executed and is corresponding with the works plan/programme. The bidder has provided a full description on how to approach and execute the construction of the PWD facility and with an outstanding innovative approach</p>	<p><b>100%</b> Excellent response – gives real confidence that the supplier will add real value.</p>	<p><b>30</b></p>	

**TRANSNET FREIGHT RAIL**

Enquiry: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.



organogram for this specific project and existing site conditions. The critical aspects of the project are Fabricating a PWD facility, Wall partitioning, tilling, painting, carpentry works, earthworks, layerworks, paving and all electrical installations WHICH ARE ALL SITE SPECIFIC.				
<b>TOTAL</b>				<b>100</b>

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

- T2.2-04 Plan
- T2.2-05 Previous Experience
- T2.2-06 Risk Management
- T2.2-07 Environmental Management
- T2.2-08 Health and Safety Requirements
- T2.2-09 Method Statement

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Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale), The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

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

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

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- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt

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

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

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

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**STAATSKOERANT, 8 AUGUSTUS 2019**

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

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

## **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

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

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

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

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

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

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

### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted

weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

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

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

#### **C.2.2 Cost of tendering**

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

requirements.

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

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

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

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

### **C.2.13 Submitting a tender offer**

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety,

either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any

reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

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

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

#### **C.2.17 Clarification of tender offer after submission**

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

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

#### **C.2.18 Provide other material**

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

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



### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as

- individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

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

### **C.3.5 Two-envelope system**

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and

the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

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

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

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

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

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

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

**Requirement Qualitative interpretation of goal**

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

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

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

### **C.3.12 Insurance provided by the employer**

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

### **C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

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

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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

## **Annex D**

### **Standard Conditions for the calling for Expressions of Interest**

#### **D.1 General**

##### **D.1.1 Actions**

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

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

the procurement process, as appropriate.

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

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

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

### **D.1.2 Supporting documents**

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

### **D.1.3 Interpretation**

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

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

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

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

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

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



#### **D.1.4 Communication and employer's agent**

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

### **D.2 Respondent's obligations**

#### **D.2.1 Eligibility**

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

#### **D.2.2 Cost of submissions**

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

#### **D.2.3 Check documents**

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

#### **D.2.4 Acknowledge addenda**

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

#### **D.2.5 Clarification meeting**

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

#### **D.2.6 Seek clarification**

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

### **D.2.7 Making a submission**

- D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- D.2.7.2 Seal the original and each copy of the submission as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.
- D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

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

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

### **D.2.9 Closing time**

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

### **D.2.10 Clarification of submission**

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

## **D.3 Employer's undertakings**

### **D.3.1 Respond to clarification**

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

### **D.3.2 Issue Addenda**

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

### **D.3.3 Late submissions**

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

### **D.3.4 Opening of submissions**

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

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

### **D.3.5 Non-disclosure**

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

### **D.3.6 Grounds for rejection and disqualification**

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

### **D.3.7 Test for responsiveness**

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

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

**D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

**D.3.9 Evaluation of responsive submissions**

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

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

**D.3.10 Provide written reasons for actions taken**

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

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

**Deductibles:**

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000



R500,000,001 to R1,000,000,000      R150,000      R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## **PUBLIC LIABILITY**

Cover Provided :      Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :      Stalker Hutchinson (Santam Limited)

Policy Number:      6000/132335

Territorial Limits :      The Republic of South Africa.

Insured Contracts:      All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works;**

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and R150 000 Removal of Support.

**Main Policy Exclusions :**

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

**PROFESSIONAL INDEMNITY**

**Professional Indemnity**

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity: Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer

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

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

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

**T2.2-1** Certificate of Attendance at Tender Clarification Meeting

#### **2. Stage Two - *Pre-qualification criteria for preferential procurement Regulation 4.***

Only Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises (QSEs) with a B-BBEE Status Level 1 may participate in this RFP process.

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

**T2.2-2** Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)

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

**T2.2-3** CIDB Grading Designation (5GB or Higher)

### **2.1.2 Stage Five - Functionality: These schedules will be utilised for evaluation purposes:**

<b>T2.2-04</b>	Plan
<b>T2.2-05</b>	Previous Experience
<b>T2.2-06</b>	Risk Management Plan
<b>T2.2-07</b>	Environmental Management Plan
<b>T2.2-08</b>	Health and Safety Management
<b>T2.2-09</b>	Method Statement

### **2.1.3 Returnable Schedules:**

<b>T2.2-10</b>	Authority to submit tender
<b>T2.2-11</b>	Record of addenda to tender documents
<b>T2.2-12</b>	Letter of Good Standing
<b>T2.2-13</b>	Availability of Equipment and Other Resources

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



## TRANSNET FREIGHT RAIL

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

<b>T2.2-14</b>	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
<b>T2.2-15</b>	Supplier Code of Conduct
<b>T2.2-16</b>	Unilateral Non-Disclosure Agreement
<b>T2.2-17</b>	Supplier declaration form
<b>T2.2-18</b>	RFP Declaration Form
<b>T2.2-19</b>	Certificate of Acquaintance with Tender Document
<b>T2.2-20</b>	Service Provider Integrity Pact
<b>T2.2-21</b>	Request for Proposal – Breach of law
<b>T2.2-22</b>	Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

### 2.1.5 Insurance:

<b>T2.2-23</b>	Insurance provided by the Contractor
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### 2.2 C1.1 Offer portion of Form of Offer & Acceptance

### 2.3 C1.2 Contract Data

### 2.5 C2.1 Pricing Instructions (Option A)

### 2.6 C2.2 Price List

**TRANSNET FREIGHT RAIL**

Enquiry: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**T2.21: Eligibility Criteria Schedule:****Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented  
by:(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

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

Name

Signature

Capacity

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

Name

Signature

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

Date



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

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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

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

**2. Definitions**

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Steel Product and Component for Construction	100%
• Textile, Clothing and Leather and Footwear	100%
• Solar Water Heater Components	70%
• Steel Conveyance Pipes, Pipe Fittings and Specials	100%
• Valves	70%
• Furniture Products	70%
• Electrical Cable Products	90%

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

( *Tick applicable box* )

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

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

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

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

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

**TRANSNET FREIGHT RAIL**

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Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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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.

**TRANSNET FREIGHT RAIL**

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

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

**IN RESPECT OF BID NO.****ISSUED BY:** TRANSNET FREIGHT RAIL ON BEHALF OF TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](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:

**Steel Product and Component for Construction**

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)	100%
Local content %, as calculated in terms of SATS 1286:2011	

**Textile, Clothing and Leather and Footwear**

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)	100%
Local content %, as calculated in terms of SATS 1286:2011	

**Solar Water Heater Components**

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)	70%
Local content %, as calculated in terms of SATS 1286:2011	

**TRANSNET FREIGHT RAIL**

Enquiry: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**Steel Conveyance Pipes, Pipe Fittings and Specials**

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)		100%
Local content %, as calculated in terms of SATS 1286:2011		

**Valves**

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)		70%
Local content %, as calculated in terms of SATS 1286:2011		

**Furniture Products**

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)		70%
Local content %, as calculated in terms of SATS 1286:2011		

**Electrical Cable Products**

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)		90%
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" may result in the tender submission being non-responsive and disqualified from any further evaluation.**

## **Schedule A – Non-compliance for Local Content**

### **Non-compliance Penalties for Local Content:**

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

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

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.

<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

- 
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Contract; and
  - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

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

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



## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.



Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the



tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## **5. ANNEXURE E**

### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

## Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIC20034CIBD/HOAC-HQ-35475
(C2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
	Tender Exchange Rate:	
(C6)	Select/Amend to reflect the applicable foreign currency	PULA <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	100%

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
17	Supply & install 2700mm high GypWall Ultrastell 51mm X 35mm Stud Drywall										
18	Ultrasteel 51mm X 35mm Stud Drywall										
19	Fit 300mm clear glass from top and 300mm from bottom with aluminium frame										
20	Supply & install glass film, 300mm of the door hung to aluminium frame										
30	Supply & install 3 stainless toilet roll holder										
31	Supply & fit new aluminium door with side lights										
57	Repairs to damaged posts and sheeting										
59	Install new double bay parking Carports										
73	Remove old storage container complete with stainless steel counter										
81	Supply & fit square gutter 100x75mm complete										
91	Supply and fit brass peg stays										
105	Install PWD facility										
106	Construct concrete ramp of slope 1:12 Concrete strength 15MPa										
107	Supply and fit pivot shower door wit obscure glass (Frames)										
108	Supply & fit square gutter 100x75mm complete with 1 No downpipe at end of gutter										
118	Supply and fit brass peg stays										
131	Construct concrete ramp of slope 1:12 Concrete strength 15MPa, rate to include handrails										
132	Supply and fit pivot shower door wit obscure glass										
134	Supply & fit steel burglar bars										

(C20) Total tender value R 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

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

## Annex D

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. SIC20034CIDB/HOAC-HO-35475

(D2) Tender description Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road

(D3) Designated Prod STEEL PRODUCTS AND COMPONENTS

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

Note: VAT to be excluded from all calculations

EU 900%

GBP 1200%

## A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R	-

## C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R	-

## D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

X

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above R -

Date:

This total must correspond with Annex C - C 23



## Annex E

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

**ESSENTIAL RETURNABLE DOCUMENT:**

**FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-HC
(E2)	Tender description:	Refurbishments of Main
(E3)	Designated products:	STEEL PRODUCTS AND C
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10) **Manpower costs** (Tenderer's manpower cost) R -

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R -

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R -

(E13) Total local content R -

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

X

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

Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)

Tender No.

SIC20034CIDB/HOAC-HO-35475

(C2)

Tender description:

Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road

(C3)

Designated product(s)

TEXTILE, CLOTHING LEATHER AND FOOTWEAR

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Select/Amend to reflect the applicable foreign currency

PULA

EU

GBP

(C7)

Specified local content %

100%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
23	Supply and install office vertical blinds approximately 122x137cm										
88	Supply and install office vertical blinds approximately 122x137cm										
115	Supply and install office vertical blinds approximately 122x137cm										

Signature of tenderer from Annex B

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

(C20) Total tender valueR 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

## Annex D

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

**ESSENTIAL RETURNABLE DOCUMENT:**

**FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIC20034CIDB/HOAC-HO-35475			<b>Note:</b> VAT to be excluded from all calculations	
(D2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road				
(D3)	Designated Products:					
(D4)	Tender Authority:					
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula	EU	900%	GBP	1200%

### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

(D19) Total exempt imported value	R	-
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**This total must correspond with  
Annex C - C 21**

**B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer	R	-
--	---	---

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R	-
---	---	---

#### D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R	-
--	---	---

**This total must correspond with  
Annex C - C 23**

**Signature of tenderer from Annex B**

X

Date:

## Annex E

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-HO-3
(E2)	Tender description:	Refurbishments of Main B
(E3)	Designated products:	TEXTILE, CLOTHING LEATH
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10) **Manpower costs** (Tenderer's manpower cost) R -

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R -

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R -

(E13) Total local content R -

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

X

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

# Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

## Local Content Declaration - Summary Schedule

(C1) **Tender No.** SIC20034CIDB/HOAC-HO-35475

(C2) **Tender description:** Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at

(C3) **Designated product(s)** SOLAR WATER HEATER COMPONENTS

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

**Tender Exchange Rate:**

(C6) **Select/Amend to reflect the applicable foreign currency** PULA EU GBP

(C7) **Specified local content %** 70%

**Note:** VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
46	Supply and 200 litre, kpa Geyser, with top drip tray										
104	Supply and fit new geyser 250L										
130	Supply & fit new geyser 250L										

**Signature of tenderer from Annex B**

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

(C20) Total tender value R 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

## Annex D

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIC20034CIDB/HOAC-HO-35475	Note: VAT to be excluded from all calculations	
(D2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road		
(D3)	Designated Products:	SOLAR WATER HEATER COMPONENTS		
(D4)	Tender Authority:			
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula	EU 900%	GBP 1200%

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R	-

#### C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R	-

#### D. Other foreign currency payments

				Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

X (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R -

Date:

This total must correspond with Annex C - C 23

## Annex E

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

ESSENTIAL RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-
(E2)	Tender description:	Refurbishments of M:
(E3)	Designated products:	SOLAR WATER HEATE
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10) **Manpower costs** (Tenderer's manpower cost) R -

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R -

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R -

(E13) Total local content R -

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

X

Date:

## Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

## Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIC20034CIDB/HOAC-HO-35475
(C2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry
(C3)	Designated product(s)	STEEL CONVEYANCE PIPES, PIPE FITTINGS AND SPECIALS
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
	Tender Exchange Rate:	
(C6)	Select/Amend to reflect the applicable foreign currency	PULA <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	100%

**Note: VAT to be excluded from all calculations**

		Calculation of local content					
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
42	Supply and install fittings to include 50mm UPVC drainage pipe						
45	Supply and install new plumbing network with 22mm Copper pipes						
100	Supply and install fittings of wash hand basin, include 50mm UPVC						
103	Supply and install new plumbing network with 22mm Copper pipes						
126	Supply and install fittings for Wash hand basin, include 50mm UPVC						
128	Supply and install wash hand basin, 800mm high from floor to front top edge						
129	Supply and install new plumbing network with 22mm Copper pipes						

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

**Signature of tenderer from Annex B**

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



## Annex D

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

**ESSENTIAL RETURNABLE DOCUMENT:**

**FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1)	Tender No.	SIC20034CIDB/HOAC-HO-35475		
(D2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road		
(D3)	Designated Products:	STEEL CONVEYANCE PIPES, PIPE FITTINGS AND SPECIALS		
(D4)	Tender Authority:			
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula	EU	900%
			GBP	1200%

**Note:** VAT to be excluded from all calculations

#### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

(D19) Total exempt imported value	B	-
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This total must correspond to the total in the table in  
Annex C - C 21

### B. Imported directly by the Tenderer

<b>B. Imported directly by the Tenderer</b>				<b>Calculation of imported content</b>						<b>Summary</b>	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer R	

(D32) Total imported value by tenderer	R	-
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**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R	-
---	---	---

#### D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R -

This total must correspond with  
Annex C - C 23

**Signature of tenderer from Annex B**

X

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

## Annex E

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-HO-
(E2)	Tender description:	Refurbishments of Main I
(E3)	Designated products:	STEEL CONVEYANCE PIPE!
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10)	Manpower costs	(Tenderer's manpower cost)	R -
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R -
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R -

(E13) Total local content R -

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

X

Date:

Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)

Tender No.

SIC20034CIDB/HOAC-HO-35475

(C2)

Tender description:

Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road

(C3)

Designated product(s)

VALVES PRODUCTS AND ACTUATOR

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Select/Amend to reflect the applicable foreign currency

PULA

EU

GBP

(C7)

Specified local content %

70%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

(C20) Total tender valueR 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

## Annex D

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

**ESSENTIAL RETURNABLE DOCUMENT:**

**FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIC20034CIBB/HOAC-HO-35475
(D2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Ro
(D3)	Designated Products:	VALVES PRODUCTS AND ACTUATOR
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula EU 900% GBP 1200%

Note: VAT to be excluded from all calculations

#### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

(D19) Total exempt imported value	B	-
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**This total must correspond with  
Annex C - C 21**

### B. Imported directly by the Tenderer

<b>B. Imported directly by the Tenderer</b>				<b>Calculation of imported content</b>						<b>Summary</b>	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer R -	

(D32) Total imported value by tenderer	R	-
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**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R	-
---	---	---

#### D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

**Signature of tenderer from Annex B**

X

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R	-
--	---	---

This total must correspond with  
Annex C - C 23

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

**ESSENTIAL RETURNABLE DOCUMENT:**

## Local Content Declaration - Supporting Schedule to Annex C

**Note: VAT to be excluded from all calculations**

(E9) Total local products (Goods, Services and Works)	R	-
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(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R	-
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**This total must correspond with Annex C - C24**

X

Date:

Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)

Tender No.

SIC20034CIDB/HOAC-HO-35475

(C2)

Tender description:

Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Tr

(C3)

Designated product(s)

FURNITURE PRODUCTS

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Select/Amend to reflect the applicable foreign currency

PULA

EU

GBP

(C7)

Specified local content %

70%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
50	Supply & Fit Cherry Malamine Built in cupboard 850mm high and 2000mm wide										
52	Supply & Fit Cherry Malamine with drop-in sink and grey/pink granite post										
									(C20) Total tender value	R 0,00	
									(C21) Total Exempt imported content		
									(C22) Total Tender value net of exempt imported content		
									(C23) Total Imported content		
									(C24) Total local content		
									(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

## Annex D

**NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER**

**ESSENTIAL RETURNABLE DOCUMENT:**

**FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED**

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SSIC20034CIDB/HOAC-HO-35475		<b>Note:</b> VAT to be excluded from all calculations	
(D2)	Tender description:	Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road			
(D3)	Designated Products:	FURNITURE PRODUCTS			
(D4)	Tender Authority:				
(D5)	Tendering Entity name:				
(D6)	Tender Exchange Rate:	Pula	EU 900%	GBP 1200%	

### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

(D19) Total exempt imported value	R	-
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**This total must correspond with  
Annex C - C 21**

### **B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer	R	-
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**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R	-
---	---	---

#### D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R	-
--	---	---

**This total must correspond with  
Annex C - C 23**

**Signature of tenderer from Annex B**

X

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

## Annex E

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-HO-35475
(E2)	Tender description:	Refurbishments of Main Building, Coi
(E3)	Designated products:	FURNITURE PRODUCTS
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R	-
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(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R	-
-------	--------------------------	--	---	---

(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R	-
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(E13) Total local content	R	-
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This total must correspond with Annex C - C24

Signature of tenderer from Annex B

X

Date:



Annex C

MANDATORY RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C  
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)

Tender No.

SIC20034CIDB/HOAC-HO-35475

(C2)

Tender description:

Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road

(C3)

Designated product(s)

ELECTRICAL CABLE PRODUCTS

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Select/Amend to reflect the applicable foreign currency

PULA

EU

GBP

(C7)

Specified local content %

90%

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
13	Supply and fit a 10mm X 3 core swa cable from the Distribution Board to the new Guard house										
(C20) Total tender value									R 0,00		
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
(C23) Total Imported content											
(C24) Total local content											
(C25) Average local content % of tender											

Signature of tenderer from Annex B

Date:

## Annex D

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. SIC20034CIDB/HOAC-HO-35475

(D2) Tender description: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Ro

(D3) Designated Products: ELECTRICAL CABLE PRODUCTS

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

EU 900% GBP 1200%

Note: VAT to be excluded from all calculations

## A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	-

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R	-

## C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R	-

## D. Other foreign currency payments

				Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content &amp; foreign currency payments - (D32), (D45) &amp; (D52) above R -

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

X

Date:

## Annex E

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E  
MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIC20034CIDB/HOAC-HO-35475
(E2)	Tender description:	Refurbishments of Main Building, Com
(E3)	Designated products:	ELECTRICAL CABLE PRODUCTS
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R -

(E10) **Manpower costs** (Tenderer's manpower cost) R -(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R -(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R -

(E13) Total local content R -

This total must correspond with Annex C -  
C24

Signature of tenderer from Annex B

X

Date:

## T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB or Higher** class of construction works, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 5GB or Higher class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## T2.2-04: Evaluation Schedule: Plan

### Note to tenderers:

#### Plan

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

The Tenderer's attention is drawn to core clause 31 of the NEC3 Term Service Contract regarding the items to be shown on a Plan.

The tenderer shall provide the proposed plan showing but not limited to the following:

- Ability to execute the service 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 Service 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 Plan 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, & Completion Date. In addition, the plan 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 Plan must clearly support and demonstrate alignment to the Method Statement as contained in **T2.09** List of Returnables.

The scoring of the Plan will be as follows:



<b>Plan (30%)</b>	
<b>Score 0</b>	<ul style="list-style-type: none"> <li>The tenderer has submitted no information.</li> </ul>
<b>Score 20</b>	<ul style="list-style-type: none"> <li>The activity schedule omits all important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in sequencing. The tenderer shows no understanding of the project scope with relation to work plan scheduling.</li> </ul>
<b>Score 40</b>	<ul style="list-style-type: none"> <li>The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in sequencing.</li> </ul>
<b>Score 60</b>	<ul style="list-style-type: none"> <li>All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.</li> </ul>
<b>Score 80</b>	<ul style="list-style-type: none"> <li>All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.</li> </ul>
<b>Score 100</b>	<ul style="list-style-type: none"> <li>Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies. The Plan clearly support and demonstrate full alignment to the Approach Paper/Method Statement.</li> </ul>

Attachment A: Electronic Copy of Plan

Attachment B: Hard Copy of Plan

## T2.2-05: 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 Service Information.

Sufficient references, completion certificate to substantiate experience indicated (Client name and contact details, project description, duration, and contract value) as per the projects done.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Score	Previous Experience
<b>0</b>	<ul style="list-style-type: none"> <li>The Tenderer failed to address the question / issue. Has not submitted the required information.</li> </ul>
<b>20</b>	<ul style="list-style-type: none"> <li>Contractor has limited work experience. Project related completion letter/certificate submitted = 1 Project</li> </ul>
<b>40</b>	<ul style="list-style-type: none"> <li>Contractor has limited work experience. Project related completion letter/certificate submitted = 2 Projects</li> </ul>
<b>60</b>	<ul style="list-style-type: none"> <li>Contractor has relevant experience but has not dealt with the critical issues specific to the project assignment. Project related completion letter/certificate submitted = 3 Projects</li> </ul>
<b>80</b>	<ul style="list-style-type: none"> <li>Contractor has extensive experience in relation to the project and has worked previously under similar conditions &amp; circumstances. Project related completion letter/certificate submitted = 4 Projects</li> </ul>
<b>100</b>	<ul style="list-style-type: none"> <li>The contractor has outstanding experience in project of a similar nature. Project related completion letter/certificate submitted = 5 or More Projects</li> </ul>

**Attached submissions to this schedule:**

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Signed

Date

Name

Position

Tenderer



**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

## T2.2-06: Evaluation Schedule: Risk Management

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.


Signed

Date

Name

Position

Tenderer

## Evaluation of Tender: Risk Management plans

**Company Name :**

Tender Description: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building for of Four (4) months.

**1. Business continuity plan**

**Business Continuity Management: The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards**

**Scoring Criteria****The following criteria to be included:**

- Emergency operating procedures
- Business Continuity invocation action
- Project recovery resources
- Business / Supplier Contact list
- Emergency Contact

**20%**

Business Continuity plan contains Emergency Operating Procedures, Business continuity invocation action, Project recovery resources , Business / Supplier contact list Emergency contacts

**(Score 100)**

Business Continuity plan contains 4 of the 5 required criteria **(Score 80)**

Business Continuity plan contains 3 of the 5 required criteria **(Score 60)**

Business Continuity plan contains 2 of the 5 required criteria **(Score 40)**

Business Continuity plan contains 1 of the 5 required criteria **(Score 20)**

No business continuity plan submitted **(Score 0)**

**2. Business Impact Analysis****Scoring Criteria**

- Identification of critical processes within the project
- Recovery Time Objective in case of any interruption that may arise
- Recovery Strategy: how will the supplier recover
- Operational dependencies eg: Operational equipments, telephones etc needed to ensure continuity
- Alternative supply of equipment and/ or supply of extra staff
- Battle box ( It comprises of all necessary documentation, equipments required for continuity )

**20%**

Business Impact Analysis contains Identification of critical processes within the project, Recovery Time Objective, Recovery Strategy, Operational dependencies, Alternative supply of equipment and/or supply of extra staff, Battle box.

**(Score****100)**

Business Impact Analysis contains 4 of the 5 required criteria **(Score 80)**

Business Impact Analysis contains 3 of the 5 required criteria **(Score 60)**

Business Impact Analysis contains 2 of the 5 required criteria **(Score**

**40)**

Business Impact Analysis contains 1 of the 5 required criteria **(Score**

**20)**

No business plan submitted

**(Score 0)**

**3. Risk Assessment for the project / Operational Risks: The identified Risks should be based on the scope of works**

**Score Criteria**

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

<ul style="list-style-type: none"> <li>- Identification of risks of service interruption during the project</li> <li>- Risk Analysis methodology</li> <li>- Ranking of the Risks</li> <li>- Mitigation of the identified risks</li> <li>- Responsible person</li> </ul>	<p>Risk Register contains Identification of risks of service interruption during the project ,Risk Analysis methodology, Ranking of the Risks, Mitigation of the identified risks and Responsible person <b>(Score 100)</b></p> <p>Risk Register contains 4 to 5 required criteria <b>(Score 80)</b></p> <p>Risk Register contains 3 of the 5 required criteria <b>(Score 60)</b></p> <p>Risk Register contains 2 of the 5 required criteria <b>(Score 40)</b></p> <p>Risk Register contains 1 of the 5 required criteria <b>(Score 20)</b></p> <p>No Risk Register submitted \ Risks identified are not relevant to the project <b>(Score 0)</b></p>
<b>Marks obtained</b>	
<b>Total Marks</b>	
<p>Marks given during the Tender evaluation should be based on the criteria below:</p> <p>2 - Complies to all 1 - Partially Compliant 0 - Not comply to all</p> <p>If an evaluation point is not applicable, it needs to be marked as such and the mark need to be subtracted from the total mark required ensuring that the evaluation is conducted fairly.</p>	
<b>Assessment criteria</b>	
<ol style="list-style-type: none"> <li>1. Be fair and objective in your assessment.</li> <li>2. Complete the assessment document in full and use comments row to motivate your marks where necessary.</li> <li>3. The document should be completed in a neat and tidy manner due to the fact that it will become an official document.</li> <li>4. Be transparent and share your observations with the company representative (applicable where site visit was conducted to verify information supplied) and assessment team.</li> <li>5. No copies of the completed assessment document must be provided to the company representative.</li> <li>6. On completion of the assessment the marks obtained and end result of the assessment needs to be discussed with the contractor.</li> <li>7. After the tender award the tenderers representative may be advised of their shortcomings in terms of their SHE submission.</li> </ol>	
Name of Evaluator/s	
Signature	
Date	

## T2.2-07: Evaluation Schedule: Environmental Management

The tenderer must provide an environmental management plan describing:-

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender's project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

The scoring of the Tenderer's Environmental Management Plan will be as follows:

Key Environmental Impacts and Possible Mitigation Measures (60%)	
(Score 0)	The EMP is <b>not submitted</b> by the bidder.
(Score 20)	Poorly written EMP with <b>zero/no key</b> impacts and mitigation measures specific to the project
(Score 40)	EMP contains <b>1-3</b> key impacts and mitigation measures specific to the project.
(Score 60)	EMP contains <b>4-6</b> key impacts and mitigation measures specific to the project.
(Score 80)	EMP contains <b>7-9</b> key reasonable and relevant impacts and mitigation measures specific to the project.
(Score 100)	EMP contains <b>10 and more</b> key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements.



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

Key Roles and Responsibilities (20%)	
(Score 0)	The EMP is <b>not submitted</b> by the bidder.
(Score 20)	Poorly written EMP with <b>zero/no key</b> roles and responsibilities specific to the project.
(Score 40)	EMP <b>contains 1-3 key</b> reasonable and relevant roles and responsibilities specific to the project.
(Score 60)	EMP contains <b>4-6 key</b> reasonable and relevant roles and responsibilities specific to the project.
(Score 80)	EMP contains <b>7-9 key</b> reasonable and relevant key reasonable and relevant roles and responsibilities specific to the project.
(Score 100)	EMP contains <b>10 and more key</b> reasonable and relevant key reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations.

Environmental Monitoring, Training and Reporting (20%)	
(Score 0)	The EMP is <b>not submitted</b> by the bidder.
(Score 20)	Poorly written EMP with <b>zero/no</b> monitoring techniques, no training and no form of reporting.
(Score 40)	Tenderer did not demonstrate understanding of the project scope and provided irrelevant <b>information</b> on monitoring techniques, training methods and types of reports.
(Score 60)	Tenderer understood the project scope, but provided relevant but less detailed information on monitoring techniques, training methods and types of reports.
(Score 80)	Tenderer understood the project scope and identified relevant monitoring techniques, relevant training methods and relevant reports.
(Score 100)	Tenderer understood the project scope and addresses all critical aspects with regards to monitoring, training and reporting which meets and exceeds tender requirements.


**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**Attached submissions to this schedule:**

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Signed

Date

Name

Position

Tenderer

## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

### T2.2-08: Evaluation Schedule: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. The Tenderer provided project specific health and safety Plan.
2. Health and safety cost breakdown (Price List) is provided.
3. Safety, Policy is signed the Chief Executive Officer, included or cover the following elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 Should cover:
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and listed on the SHE Plan
5. 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
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

#### Attached submissions to this schedule:

The valid letters of good standing are provided.....

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## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

### The scoring of the Tenderer's Health and Safety Requirements will be as follows:

MAXIMUM POINTS	4	1	2	1	1	1
10	SHE Plan, Letter of Good standing & Safety, Health & Environmental Policy	Roles & Responsibilities as stipulated from above	List of Job Categories for project as stipulated from above	Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:	Three years synopsis of SHE incidents, descriptions, type and action taken	Complete and return the <i>Contractor Safety Questionnaire</i> attached hereto
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.					
(score 20)	SHE Plan is not project specific and information supplied is totally insignificant to achieve the required standard of service.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TFR	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.





## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<p>The Health and safety bill of quantities supplied is totally insignificant to achieve the required standard of service.</p> <p>1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.</p>	health and safety specification.				
<b>(score 40)</b>	<p>SHE plan is project specific, but the information lacks convincing evidence, that stated <i>Employer's</i> requirements will be met.</p> <p>The information provided in the Health and safety bill of quantities is poor and</p>	Roles and responsibilities are unlikely to ensure compliance as per the <i>works</i> information and not in line with OHS Act and TFR health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	lacks convincing evidence. There's a medium risk that stated <i>Employer's</i> requirements will not be met.  2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.		signed by responsible personnel.			
<b>(score 60)</b>	SHE plan is project specific. The information is satisfactory to the particular aspect, and evidence given is sufficient that <i>Employers</i> requirements will be met.	Satisfactory response on roles and responsibilities as per <i>Employer's</i> requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TFR Health and safety specification.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	The information provided in the Health and safety bill of quantities is satisfactory and the evidence is convincing, that stated <i>Employer's</i> requirements will be met. 3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.					
<b>(score 80)</b>	SHE plan is project specific. The information is good and demonstrate real understanding & ability to meet stated <i>Employer's</i> requirements.  The information provided in the Health and safety bill	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TFR health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TFR health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<p>of quantities is good and demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.</p> <p>4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.</p>					
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## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

<p><b>(score 100)</b></p>	<p>She plan is project specific. The information is very good and gives real confidence that the tenderer, is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p> <p>The information provided in the Health and safety bill of quantities is very good and gives real confidence that the tender is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p> <p>All 5 key policy components are recognized</p>	<p>Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TFR Health and Safety Management Specification.</p>	<p>Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>
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## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	and meets the <i>Employer's</i> requirements.					
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Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building for of Four (4) months

Submit the following documents as a minimum with your tender:

9. The Tenderers must provide their own project specific health and safety Plan.
10. Health and safety cost breakdown (Price List)
11. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
12. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
13. 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.
14. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
15. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
16. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

**Attached submissions to this schedule:**

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**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**T2.2-08a: Health and Safety Questionnaire**



# Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

## Health, Safety Questionnaire

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


**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

Does your company have a Certificate of Recognition?

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

**4. SAFETY PROGRAM**

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

**5. TRAINING PROGRAM**

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

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

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


**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

 5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

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

**6. SAFETY ACTIVITIES**

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

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

---

Who follows up on inspection action items?

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

 Yes No Daily Weekly Biweekly  
☐ ☐ ☐ ☐ ☐

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

 Yes No Weekly Biweekly Monthly  
☐ ☐ ☐ ☐ ☐

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

 Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

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

☐ Yes ☐ No

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

- Attach separate sheet to explain


**Transnet Freight Rail**

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Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**7. SAFETY STEWARDSHIP**

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

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**8 PERSONNEL**

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

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		

**9 REFERENCES**

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

Name and Company	Address	Phone Number

**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**T2.2-08b Health and Safety Cost Breakdown**

<b>Tenderer (Company)</b>	<b>Responsible Person</b>	<b>Designation</b>	<b>Date</b>
<b>Project/Tender Title</b>	<b>Project/Tender No.</b>	<b>Project Location / Description</b>	
Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.	SIC20034CIDB/HOAC-HO-35475	Isando	

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

## T2.2-09: Evaluation Schedule: Method Statement

### Note to tenderers:

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

A detailed method statement is required covering the following:

- Schedule showing the start and completion of each work.
- The turnaround time to repair and replace.

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

<b>Score 0</b>	<ul style="list-style-type: none"><li>• The tenderer has submitted no information or inadequate information to determine a score.</li></ul>
<b>Score 20</b>	<ul style="list-style-type: none"><li>• The technical approach and/ or methodology are very poor/ are unlikely to satisfy project objectives and requirements. The tenderer has misunderstood all aspects of the scope of work and does not deal with the critical aspects of the projects</li></ul>
<b>Score 40</b>	<ul style="list-style-type: none"><li>• The technical approach and/ or methodology are poor/ are unlikely to satisfy project objectives and requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the projects</li></ul>
<b>Score 60</b>	<ul style="list-style-type: none"><li>• The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic</li></ul>
<b>Score 80</b>	<ul style="list-style-type: none"><li>• The approach is specifically tailored to address the specific project objectives and requirements and is sufficient flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.</li></ul>
<b>Score 100</b>	<ul style="list-style-type: none"><li>• Besides meeting the 'good' rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state –of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality. The method statement fully describes how the works will be executed and is corresponding with the works plan/programme. The bidder has provided a full description on how to approach and execute the construction of the PWD facility and with an outstanding innovative approach</li></ul>

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

He/she undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**T2.2-10: 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



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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### B. Certificate for Partnership

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

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

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

Name	Address	Signature	Date

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

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

**C. Certificate for Joint Venture**

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

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

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

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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### D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

## **T2.2-11: 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		

Attach additional pages if more space is required.

## **T2.2-12 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:

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

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

[illegible]

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

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

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

Name	Identity number	Personal income tax number

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

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

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

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

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

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<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 proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**

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


**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional Supplier/Service provider  
☐ Other Suppliers/Service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

## 2.2.1 If so, furnish particulars:

.....  
 .....

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

## 2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided

<sup>3</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.



to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

## **T2.2-15 : Supplier Code of Conduct**

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

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

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

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

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

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

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



## Transnet Freight Rail

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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

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

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

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

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

---

***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at

\_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-16 NON-DISCLOSURE AGREEMENT**

**[..... 2022]**

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-17 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.

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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 issues 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 xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.



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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

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:												

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

- 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>  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.  In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
<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>	YES <input type="radio"/> NO <input type="radio"/>

A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

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

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

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

**Commissioner of Oaths**

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

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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



Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

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

3. I hereby declare under Oath that:

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

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature &amp; stamp

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature &amp; 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.		
10. Central Supplier Database (CSD) Summary Registration Report.		



**T2.2-18: 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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---

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Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "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)

**Transnet Freight Rail**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.



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- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## **T2.2-19 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

## **T2.2-20 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

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

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

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

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

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

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

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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



- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on



which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## **T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW**

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

---

SIGNATURE OF TENDER

## **T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is .....(Name of Company) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>	
------------	--

<b>NO</b>	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### **3. SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

..... (Name of Company)

(Operator)

Authorised signatory for and on behalf ..... (Name of Company) who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-23: Insurance provided by the *Contractor*

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

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

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

## 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:

#### **Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	<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: Service 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 of award.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

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		
6		
7		

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)*

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>15 Girton Road</b> <b>Parktown</b> <b>Johannesburg</b> <b>2000</b>
10.1	The <i>Service Manager</i> is (name):	<b>Nhlanhla Zungu</b>
	Address	<b>101 Loveday Street, Johannesburg</b>
	Tel	<b>011 773 7705</b>
	e-mail	<b>Nhlanhla.zungu@transnet.net</b>

**TRANSNET FREIGHT RAIL**

Enquiry: SIC20034CIDB/HOAC-HO-35475

Description of the Service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.



11.2(2)	The Affected Property is	<b>TFR Isando Building</b>
11.2(13)	The <i>service</i> is	<b>Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>The contractor might have to work where there is too much vegetation when executing the services.</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>4 months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	

80.1	These are additional <i>Employers</i> risks	<b>1. The contractor might have to work where there is too much vegetation when executing the services</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	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>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	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	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no 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>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	

W1.1	The <i>Adjudicator</i> is (Name)	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>

## 12 Data for secondary Option clauses

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>Part C3.2 (6.20.5) of the scope of work.</b>

Performance level	% Achieved of performance against Time worked for each task order	Low service damages for each task order
Rate of installation (as per <i>Contractor's Services Information</i> )	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)
	90 – 94% performance achieved	5% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)
	88-89% performance achieved	7,5% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)
	86-87% performance achieved	10% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)

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	<84% performance achieved	15% of the Price for Services Provided to Date in terms of the Task Order (Item 2 on the Task Order as per Price List)
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**Z Additional conditions of contract****Z1 Obligations in respect of Termination**

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"><li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li><li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li><li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li></ol>
<b>Z3</b>	<b>Additional clause relating to Collusion in the Construction Industry</b>
Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z4</b>	<b>Protection of Personal Information Act</b>
Z4.1	<p>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</p>
<b>Z5</b>	<b>Local Production and Content Obligations (If applicable)</b>



Z6.1	<p>In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-2 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:</p> <table> <tr> <td>Steel Product and Component for Construction</td><td>100%</td></tr> <tr> <td>Textile, Clothing and Leather and Footwear</td><td>100%</td></tr> <tr> <td>Solar Water Heater Components</td><td>70%</td></tr> <tr> <td>Steel Conveyance Pipes, Pipe Fittings and Special Valves</td><td>100%</td></tr> <tr> <td>Furniture Products</td><td>70%</td></tr> <tr> <td>Electrical Cable Products</td><td>90%</td></tr> </table>	Steel Product and Component for Construction	100%	Textile, Clothing and Leather and Footwear	100%	Solar Water Heater Components	70%	Steel Conveyance Pipes, Pipe Fittings and Special Valves	100%	Furniture Products	70%	Electrical Cable Products	90%
Steel Product and Component for Construction	100%												
Textile, Clothing and Leather and Footwear	100%												
Solar Water Heater Components	70%												
Steel Conveyance Pipes, Pipe Fittings and Special Valves	100%												
Furniture Products	70%												
Electrical Cable Products	90%												
Z6.2	<p>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.</p>												
Z6.3	<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>												
Z6.4	<p>The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-2 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.</p>												
Z6.5	<p>Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.</p>												

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		<b>CV's (and further key person's data including CVs) are in .....</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

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**PART C2: PRICING DATA**

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	6

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## C2.1 Pricing instructions: Option A

### The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

#### Identified 11

#### and defined terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### Measurement and Payment

The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs,

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overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

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**C2.2 Price List**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRELIMINARY AND GENERAL				
1	PRELIMINARY AND GENERAL P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work	Sum	1		
	RISK AND SAFETY				
2	Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented.	Sum	1		
<b>MAIN BUILDING 1</b>					
	ROOF				
3	Repair leaking roof, approximately 10m X 20m	Item	1		

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4	Prepare and Paint Side sheeting	m <sup>2</sup>	40		
5	Remove damaged roof insulation, supply and fit new roof insulation and make good	m <sup>2</sup>	800		
	<b>CEILING</b>				
6	Prepare and Paint ceiling: Two coats DURA 65 WHITE, One coat PVA WHITE CODE M3701600.	m <sup>2</sup>	840		
7	Remove damaged Rhino board ceiling, supply and install new Rhino board, thickness to match existing, complete with Two coats DURA 65 WHITE, One coat PVA WHITE CODE M3701600.	m <sup>2</sup>	10		
8	Remove existing. Supply and fit Suspended ceiling acoustic panel (12mm X 600mm X 1200mm)-White complete with new fisher type suspended ceiling with white tees and crosses. Straps ceiling to be Hilti nailed.	m <sup>2</sup>	276		
	<b>WALLS ( INTERIOR &amp; EXTERIOR )</b>				
	<b><u>WALL PAINT WORK AND PREPARATIONS :</u></b>				
9	Prepare and paint interior walls complete, undercoat and two coats birch bark canoe wash n wear silk code 6J1-4 and wood moss wash n wear silk 5k3-5. Paint 50% 6J1-4 and 50% 5k3-5 to the total area.	m <sup>2</sup>	744.93		
10	Prepare and Paint interior walls complete, undercoat and two coats barely beige wash n wear silk 3H1-1. Item includes sealing all cracks on the walls and filling with SANS approved crack filler.	m <sup>2</sup>	300		
11	Prepare and Paint ceiling: Two coats DURA 65 WHITE, One coat PVA WHITE CODE M3701600.	m <sup>2</sup>	883.38		

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Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

12	Remove existing wooden skirting	Item	1		
13	Break and remove damaged wall tiles for scrap, chip 80% of the wall area to receive new tiles and apply key coat to wall before laying ceramic tiles key coat shall be applied according to the manufacturer specification on container.[rate for tiles to be priced on next item ]	m <sup>2</sup>	125.04		
14	Supply and fit 1st grade 200 x 200mm white Johnson ceramic glazed wall tiles. Use 3mm spacers. Item include walls, reveals, soffits, sills and the top of shower walls use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	m <sup>2</sup>	125.04		
15	Supply and fit mirror 450mm x 600mm fix with two sided tape and mirror adhesive	No.	4		
	<b>WALL PARTITIONS : [ paint work to partition is covered on the "paint wall " items listed above ]</b>				
16	Demolish and remove partition from site and dispose at an area located by the contractor.	m <sup>2</sup>	100		
17	Supply and install 2700mm high GypWall Classic Ultrasteel 51mm x 35mm Stud Drywall . Studs fixed at 600mm centres (Excluding door) in new wall - Painted complete, undercoat and two coats birch bark canoe wash n wear silk code 6J1-4 and wood moss wash n wear silk 5k3-5. Paint 50% 6J1-4 and 50% 5k3-5 to the total area.	m <sup>2</sup>	178.507		
18	Door opening to drywall partitioning GypWall Classic Ultrasteel 51mm X 35mm Stud DryWall (excluding door) in new wall.	No.	7		
19	Pause area: Supply and fit Acoustic partition type Glass with obscure film 300mm clear glass from top and 300mm clear from bottom with aluminium frame with single door	m <sup>2</sup>	21		



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	opening.				
20	Extra over for supplying and installing obscure glass film, partly clear at the bottom and top 300mm of the door, hung to an Aluminium frame . 813 x 2032mm High. Obscure film to be installed through the Glass partition.	Item	1		
21	Brick up/Build walls 220mm, stretcher bond using face brick outside, approved stock bricks inside. Brick up to be done at wall openings for Doors, old aircons	m <sup>2</sup>	25		
22	Plaster interior walls +-15mm thick smooth finish plaster, ready to receive paint. Mix for plaster : 1 part cement and 5 parts approved plaster sand	m <sup>2</sup>	20.5		
	<b>WINDOWS</b>				
23	Supply and install Office vertical blinds approximately 122x137cm(Onica navy turquoise 10/5) for window sizes :(contractors shall take their own measurements prior to pricing (different window sizes). No blinds shall be fitted in ablution block.	No.	68		
24	Prepare and repaint window frame Two coats Dulux Pearl glo Lockness code - 3L1-5	No.	68		
25	Remove and replace window glass to broken windows	No.	10		
	<b>DOOR</b>				
26	Supply and install Meranti Solid- Hard wood Doors 813x2023 mm, complete with SABS approved 3 Lever	No.	14		

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	Mortice lock with new handles.				
27	Prepare and paint doors with 3 coats varnish	No.	7		
28	Supply and install Solid hollow core door, Paint doors complete with frames, undercoat and final gloss River Rock 6J 1-7.	No.	5		
29	Supply and fit Polished Chrome Indicator Bolt	No.	5		
30	Remove existing, Supply and install 3 stainless toilet roll holder (3 Rolls)	No.	5		
31	Remove existing Main Entrance Aluminum Door , Supply and Fit new Aluminum Door with Side lights , aluminum door to have and frosted window film with 400mm of top and 400mm of bottom exposed as clear glass , dimension : 3.1m wide X 2.6m high	Item	1		
32	Repaint main entrance burglar bars Complete with 1 Coat primer and 2 coats high gloss paint - black. Burglar bars dimensions 3.1m wide X 2.6m high	Item	1		
33	Prepare and paint main entrance Awning complete , colours to match existing , rate to include painting awning posts	Item	1		
	FLOOR				
34	Supply and lay new 300 x 300mm GN553 floor tiles through the entire building. Item includes grout and 65mm tile skirting with edging strip fitted.	m <sup>2</sup>	460.85		

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35	Break and remove floor tiles for scrap, chip 80% of the floor area to receive new tiles and apply key coat to wall before laying ceramic tiles key coat shall be applied according to the manufacturer specification on container.	m <sup>2</sup>	460.85		
36	Prepare and paint floor with 2 Coats Dulux Floor paint, colours to match existing.	m <sup>2</sup>	257.3		
37	Extra over for setting out chevron markings for painting floor	Item	1		
38	Supply and install interlocking PVC floor tile 0.465m x 0.465m RUBKL6) and exterior dimensions: 465 (L) X 465 (W) x 6 (H) mm	m <sup>2</sup>	180.32		
39	Repaint warehouse staircase- Complete with 1 Coat primer and 2 coats high gloss paint - black. Dimensions of staircase 5.5m long and 1.1m wide	Item	1		
40	Supply and fit Natural choice Boardroom Carpet tiles, colour : cambridge , medium commercial 50cm X 50cm stain shield fibre	m <sup>2</sup>	96		
ABLUTION (PLUMBING AND DRAINAGE)					
41	Install / replace small type porcelain bowl urinal with grate outlet for urinals, white plastic bottle trap complete (install urinal 650mm from floor level to front top edge of urinal) item include the exposed flush master valve	No.	3		
42	Remove existing. Supply and install fittings necessary to complete job for complete installation of each Wash hand basin, rate to include 50mm uPVC drainage pipe mounted onto the wall with Aluminium holderbat(50mm) spaced 1m apart,	Item	3		

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43	Remove existing. Fit new toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat	No.	5		
44	Remove Existing. Supply and Install approved type Vaal porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	Item	3		
45	Remove existing copper plumbing network, Supply and install new plumbing network with 22mm Copper pipes to provide water connection points for , Geyser, wash hand basins, urinals, toilet cisterns, kitchen sink'	Item	1		
46	Supply and fit 200 litre, 600 kpa Geyser, with drip tray, outlet and blanket. Provide vacuum breakers and close - off valve. Provide earthing strap to geyser and earthing spike.	No.	1		
	ANCILLARY WORK				
47	Supply and install Zip Hydroboil White (5 litres) , rate to include the plumbing and elctrical installation.	No.	1		
48	Remove existing wooden bar counter for scrap	Item	1		
49	Suppy and install Kitchen Tap Conventional Mixer cobra star - Chrome. Complete with Flexi connector for cold and hot water supply.	No.	1		
	KITCHEN AND PAUSE AREA				

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50	Supply and fit Cherry Malamine Built in cupboard 850mm high and 2000mm wide, with grey/pienk granite post form top. Bottom skirting to be manufactured from water proof material.	No.	1		
51	Supply and fit ZIP 5 litre Hydroboil placed over sink with own isolator	No.	1		
52	Supply and fit Cherry wood malamine with drop- in -sink and grey/pink granite post form top. Bottom skirting to be manufactured from a waterproof material.	No.	1		
GUARD HOUSE					
53	Remove Green SHED , Supply and place Guard house , Guard House Dimensions 2.5m W , 2.5m L , 2.5m H , Guard house to have 2 No. windows :Window Steel Side Hung Nc2left Hand Opening F7 (standard Profile)-w997xh924mm and single solid wood door	Item	1		
54	Prepare and paint Guard house , 3 Coats Weather guard paint , colour to match existing	m <sup>2</sup>	50		
55	Supply and install interlocking PVC floor tile 0.465m x 0.465m RUBKL6) and exterior dimensions: 465 (L) X 465 (W) x 6 (H) mm	m <sup>2</sup>	12.5		
56	Prepare and Paint interior walls complete, undercoat and two coats barely beige wash n wear silk 3H1-1.	m <sup>2</sup>	50		
EXTERNAL WOKRS					
57	Repaint carports, item to include repairs to damaged posts and sheeting	Item	1		
58	Prepare and paint paving at carport with retro-reflective WHITE road marking paint and apply to finished asphalt surface on the ROAD WAY : 100mm wide	m	100		

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59	Install new double bay parking Carports as per the specification	Item	10		
60	Extra over for provision of PWD parking complete with line marking, at signs	Item	1		
61	Site clearance : rate to include removal of kerbs, rubble , cables, ducts and clean up the entire area to ensure favourable working conditions	m <sup>2</sup>	346.25		
62	Remove trees 2000mm not exceeding 2500mm girth	No.	3		
63	Remove trees 2500mm not exceeding 3000mm girth	No.	5		
64	Excavate and remove top 200mm of insitu material, cart away and dispose at dumping site	m <sup>3</sup>	99.25		
65	Compact insitu material to 95% MOD	m <sup>2</sup>	346.25		
66	Supply and place G4 material, compacted to 98% MOD	m <sup>3</sup>	99.25		
67	Supply and apply a tack coat SS 60 ; Stable Mix Stabilization Grade ; Bitumen emulsion	m <sup>2</sup>	346.25		
68	Supply and lay a continuously medium graded hot mix asphalt surfacing material ; 30mm thickness; using 60/70 penetration grade bitumen ; compact to 95% Mod AASHTO.	m <sup>2</sup>	346.25		
69	Supply and place Figure 4 kerbs	m	28		
70	Refurbish fish pond at parking area , item to include all necessary material required for a fully functional pond	Item	1		
71	Prepare and paint secondary gate Complete with 1 Coat primer and 2 coats high gloss paint - black. Gate dimensions 5m wide X 2.6m high	Item	1		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	BRAAI AREA :				
72	Site clearence : rate to include removal of rubble , ducts and clean up the entire area to ensure favourable working conditions	m²	210		
73	Remove old storage containers from site complete with stainless steel counter.	Item	1		
74	Import and Topsoil areas required by Project Manager to a nominal thickness of 100mm	m²	210		
75	Sodding and maintaining of areas required by Project Manager	m²	210		
76	One metre wide X 100mm thick strip around building. Provide concrete edging strip to contain gravel. Concrete strength 15 Mpa	m	23		
77	Plaster exterior wall of braai area +- 15mm thick rough finish plaster ready to receive tiles. item include exposed brickwall of the braai area, (mix for plaster 1 part cement and 5 parts approved plaster sand)	m²	21		
78	Remove existing wooden bench Supply and place Urban ECO 3 seater Bench or similar	No.	4		
79	Suppy and Place picnic Concrete Table and Benches	No.	3		
	TOTAL BUILDING 1				
BUILDING 2					
	ROOF				

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

80	Repair leaking roof, approximately 10m X 4m	Item	1		
81	Remove existing , supply and fit square gutter 100x75 mm complete with 1 No downpipe at end of gutter	m	42.6		
	<b>CEILING</b>				
82	Takeout and remove Rhinoboard ceilings excluding brandering	m <sup>2</sup>	276		
83	Supply and fit 9.5mm Rhinoboard ceiling and 75mm cornices - excluding brandering	m <sup>2</sup>	276		
	<b>WALLS ( INTERIOR &amp; EXTERIOR )</b>				
	<b><u>Building 2 LAB &amp; Filing room wall:</u></b>				
84	Prepare and paint interior walls complete, undercoat and two coats birch bark canoe wash n wear silk code 6J1-4 and wood moss wash n wear silk 5k3-5. Paint 50% 6J1-4 and 50% 5k3-5 to the total area. LAB and filling room walls	m <sup>2</sup>	174		
	<b><u>Building 2 Ablution wall:</u></b>				
85	Break and remove damaged wall tiles for scrap, chip 80% of the wall area to receive new tiles and apply key coat to wall beforelaying ceramic tiles key coat shall be applied according the manufacturer specification on container.[rate for tiles to be priced on next item ]	m <sup>2</sup>	258.8		
86	Supply and fit 1st grade 200 x 200mm white Johnson ceramic glazed wall tiles. Use 3mm spacers. Item include walls, reveals, soffits, sills and the top of shower walls use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	m <sup>2</sup>	258.8		



**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

87	Supply and fit mirror 450mm x 600mm fix with two sided tape and mirror adhesive	No.	4		
	WINDOWS				
88	Supply and install Office vertical blinds approximately 122x137cm(Onica navy turquoise 10/5) for window sizes :(contractors shall take their own measurements prior to pricing (different window sizes). No blinds shall be fitted in ablution block.	No.	9		
89	Prepare and repaint window frame Two coats Dulux Pearl glo Lockness code - 3L1-5	No.	23		
90	Remove and replace window glass to broken windows	No.	9		
91	Supply and fit brass peg stays	No.	30		
	DOOR				
92	Supply and install Meranti Solid- Hard wood Doors 813x2023 mm, complete with SABS approved 3 Lever Mortice lock with new handles.	No.	6		
93	Prepare and paint doors with 3 coats varnish	No.	6		
94	Supply and install Solid hollow core door, Paint doors complete with frames, undercoat and final gloss River Rock 6J 1-7.	No.	2		
95	Supply and fit Polished Chrome Indicator Bolt	No.	2		
	FLOOR				
	<b><u>Building 2 LAB floor:</u></b>				

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

96	Supply and install interlocking PVC floor tile 0.465m x 0.465m RUBKL6) and exterior dimensions: 465 (L) X 465 (W) x 6 (H) mm	m <sup>2</sup>	67.5		
	<b><u>Building 2 filing room and ablution floor:</u></b>				
97	Supply and lay new 300 x 300mm GN553 floor tiles through the entire building. Item includes grout and 65mm tile skirting with edging strip fitted.	m <sup>2</sup>	77.61		
98	Break and remove floor tiles for scrap, chip 80% of the floor area to receive new tiles and apply key coat to wall beforelaying ceramic tiles key coat shall be applied according the manufacturer specification on container.	m <sup>2</sup>	77.61		
	<b>ABLUTION (PLUMBING AND DRAINAGE)</b>				
99	Install / replace small type porcelain <b>bowl urinal</b> with grate outlet for urinals, white plastic bottle trap complete (install urinal 650mm from floor level to front top edge of urinal) item include the exposed flush master valve	No.	1		
100	Remove existing. Supply and install fittings necessary to complete job for complete installation of each Wash hand basin, rate to include 50mm uPVC drainage pipe mounted onto the wall with Aluminium holderbat(50mm) spaced 1m apart,	Item	3		
101	Remove existing. Fit new toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat	No.	2		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

102	Remove Existing. Supply and Install approved type Vaal porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	Item	3		
103	Remove existing copper plumbing network, Supply and install new plumbing network with 22mm Copper pipes to provide water connection points for , Geyster, wash hand basins, urinals, toilet cisterns	Item	1		
104	Supply and fit new geyser 250L Kwikot or similar complete to comply with SABS standard. Item include pipe work and electrical.	No.	1		
105	Install PWD facility as per specification	Item	1		
106	Construct concrete ramp of slope 1:12 , concrete strength 15MPa , rate to include handrail as shown at site briefing	Item	1		
107	Supply and fit pivot shower door with obscure glass	No.	5		
108	Supply and install Mosaic Tumbled 3 Colour Mixed Tiles (48 x 48 mm )	m²	5		
	TOTAL BUILDING 2				
BUILDING 3					
	ROOF				
107	Repair leaking roof, approximately 10m X 4m	Item	1		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

108	Remove existing , supply and fit square gutter 100x75 mm complete with 1 No downpipe at end of gutter	m	32.2		
	CEILING				
109	Takeout and remove Rhinoboard ceilings excluding brandering	m <sup>2</sup>	105.18		
110	Supply and fit 9.5mm Rhinoboard ceiling and 75mm cornices - excluding brandering	m <sup>2</sup>	105.18		
	WALLS ( INTERIOR & EXTERIOR )				
	<b><u>Building 3 Open space office &amp; Filing room wall:</u></b>				
111	Prepare and paint interior walls complete, undercoat and two coats birch bark canoe wash n wear silk code 6J1-4 and wood moss wash n wear silk 5k3-5. Paint 50% 6J1-4 and 50% 5k3-5 to the total area. LAB and filling room walls	m <sup>2</sup>	142.64		
	<b><u>Building 3 Ablution wall:</u></b>				
112	Break and remove damaged wall tiles for scrap, chip 80% of the wall area to receive new tiles and apply key coat to wall beforelaying ceramic tiles key coat shall be applied according the manufacturer specification on container.[rate for tiles to be priced on next item ]	m <sup>2</sup>	219.04		
113	Supply and fit 1st grade 200 x 200mm white Johnson ceramic glazed wall tiles. Use 3mm spacers. Item include walls, reveals, soffits, sills and the top of shower walls use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	m <sup>2</sup>	219.04		
114	Supply and fit mirror 450mm x 600mm fix with two sided tape and mirror adhesive	No.	4		
	WINDOWS				

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

115	Supply and install Office vertical blinds approximately 122x137cm(Onica navy turquoise 10/5) for window sizes :(contractors shall take their own measurements prior to pricing (different window sizes). No blinds shall be fitted in ablution block.	No.	8		
116	Prepare and repaint window frame Two coats Dulux Pearl glo Lockness code - 3L1-5	No.	22		
117	Remove and replace window glass to broken windows	No.	9		
118	Supply and fir brass peg stays	No.	26		
	<b>DOOR</b>				
119	Supply and install Meranti Solid- Hard wood Doors 813x2023 mm, complete with SABS approved 3 Lever Mortice lock with new handles.	No.	6		
120	Prepare and paint doors with 3 coats varnish	No.	6		
121	Supply and install Solid hollow core door, Paint doors complete with frames, undercoat and final gloss River Rock 6J 1-7.	No.	2		
122	Supply and fit Polished Chrome Indicator Bolt	No.	2		
	<b>FLOOR</b>				
	<b><u>Building 3 filing room, office area and ablution floor:</u></b>				
123	Supply and lay new 300 x 300mm GN553 floor tiles through the entire building. Item includes grout and 65mm tile skirting with edging strip fitted.	m <sup>2</sup>	105.18		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

124	Break and remove floor tiles for scrap, chip 80% of the floor area to receive new tiles and apply key coat to wall before laying ceramic tiles key coat shall be applied according to the manufacturer specification on container.	m <sup>2</sup>	105.18		
	<b>ABLUTION (PLUMBING AND DRAINAGE)</b>				
125	Install / replace small type porcelain <b>bowl urinal</b> with grate outlet for urinals, white plastic bottle trap complete (install urinal 650mm from floor level to front top edge of urinal) item include the exposed flush master valve	No.	1		
126	Remove existing. Supply and install fittings necessary to complete job for complete installation of each Wash hand basin, rate to include 50mm uPVC drainage pipe mounted onto the wall with Aluminium holderbat (50mm) spaced 1m apart,	Item	1		
127	Remove existing. Fit new toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat	No.	2		
128	Remove Existing. Supply and Install approved type Vaal porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	Item	3		
129	Remove existing copper plumbing network, Supply and install new plumbing network with 22mm Copper pipes to provide water connection points for , Geyster, wash hand basins, urinals, toilet cisterns	Item	1		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

130	Supply and fit new geyser 250L Kwikot or similar complete to comply with SABS standard. Item include pipe work and electrical.	No.	1		
131	Construct concrete ramp of slope 1:12 , concrete strength 15MPa , rate to include handrail as shown at site briefing	Item	1		
132	Supply and fit pivot shower door with obscure glass	No.	6		
133	Supply and install Mosaic Tumbled 3 Colour Mixed Tiles (48 x 48 mm )	m <sup>2</sup>	5		
	SECURITY INSTALLATIONS FOR EQUIPMENT ROOM AND LAB				
134	Supply and fit steel burglar bars to be mounted onto the wall, rate for bars to include 2 NO. Double door openings to be fitted with Magnetic lock system ( rate for lock to covered in BOQ item 135)	m <sup>2</sup>	35		
135	Door Access Control System : Supply and install MJPT015 RFID Access Control system + Magnetic Lock + 10 ID keyfobs + Exit button, rate to include power supply.	No.	6		
	TOTAL BUILDING 3				
	Total (Excl. VAT )				
	VAT 15%				
	Total (Incl. VAT)				
	ELECTRICAL AND AIR-CONDITIONING				
	<b>MAIN BUILDING</b>				

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

1	Strip out all light fittings, light switches, power skirting, heaters and air-conditioning in the bottom and top offices, stairs, passage, bathrooms and kitchen	Item	1		
	<b>ENTRANCE FOYER</b>				
1	Supply and fit 4Ft X 2 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	1		
2	Supply and fit 4Ft X 2 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	2		
3	Supply and fit single lever light switch	ea.	1		
	<b>BOTTOM OFFICE 1</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	12		
2	Supply and fit power skirting bends double	ea.	3		
3	Supply and fit power skirting end covers double	ea.	2		
4	Supply and fit red dedicated power skirting socket outlets	ea.	5		
5	Supply and fit white power skirting socket outlets	ea.	10		
6	Supply and fit 4Ft X 2 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	3		
7	Supply and fit single lever light switch	ea.	1		



**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<b>BOTTOM OFFICE 2</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	12		
2	Supply and fit power skirting bends double	ea.	3		
3	Supply and fit power skirting end covers double	ea.	2		
4	Supply and fit red dedicated power skirting socket outlets	ea.	5		
5	Supply and fit white power skirting socket outlets	ea.	10		
6	Supply and fit 4Ft X 2 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	3		
7	Supply and fit single lever light switch	ea.	1		
	<b>BOTTOM OFFICE 3</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	12		
2	Supply and fit power skirting bends double	ea.	3		
3	Supply and fit power skirting end covers double	ea.	2		
4	Supply and fit red dedicated power skirting socket outlets	ea.	5		
5	Supply and fit white power skirting socket outlets	ea.	10		
6	Supply and fit 4Ft X 2 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	3		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

7	Supply and fit single lever light switch	ea.	1		
	<b>STORE &amp; EQUIPMENT ROOM</b>				
1	Supply and fit 4Ft X 4 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	10		
2	Supply and fit single lever light switch	ea.	3		
3	Supply and fit double Hammer tone Grey power skirting	m	50		
4	Supply and fit power skirting bends double	ea.	8		
5	Supply and fit power skirting end covers double	ea.	4		
6	Supply and fit red dedicated power skirting socket outlets	ea.	15		
7	Supply and fit white power skirting socket outlets	ea.	30		
8	Supply and fit 200mm X 60mm wire mesh tray with all hanging accessories	Item	1		
9	Supply and fit 96 way double door surface mount Distribution Board	ea.	1		
10	Supply and fit 100 Amp X 3 phase 6Ka circuit breaker	ea.	1		
11	Supply and fit 80 Amp X 3 phase 6Ka circuit breaker	ea.	1		
12	Supply and fit 63 Amp X 3 phase 3Ka Earth Leakage Relays with overload	ea.	3		
13	Supply and fit 20 Amp X 1 phase 3Ka circuit breakers	ea.	24		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

14	Supply and fit 60KVA 3 Phase input X 3 Phase output as per specification	ea.	1		
	<b>GARAGE/WORKSHOP</b>				
1	Convert 400 Watt HPS light fittings to 100 Watt high output LED fittings E40 base	ea.	10		
	<b>TOP &amp; PLANNING OFFICE</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	43		
2	Supply and fit power skirting bends double	ea.	5		
3	Supply and fit power skirting end covers double	ea.	8		
4	Supply and fit red dedicated power skirting socket outlets	ea.	18		
5	Supply and fit white power skirting socket outlets	ea.	28		
6	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	12		
7	Supply and fit single lever light switch	ea.	2		
	<b>TOP BAR ROOM</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	18		
2	Supply and fit power skirting bends double	ea.	2		
3	Supply and fit power skirting end covers double	ea.	2		
4	Supply and fit red dedicated power skirting socket outlets	ea.	5		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

5	Supply and fit white power skirting socket outlets	ea.	10		
6	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	4		
7	Supply and fit single lever light switch	ea.	1		
	<b>NEW BOARDROOM</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	20		
2	Supply and fit power skirting bends double	ea.	4		
3	Supply and fit power skirting end covers double	ea.	2		
4	Supply and fit red dedicated power skirting socket outlets	ea.	9		
5	Supply and fit white power skirting socket outlets	ea.	9		
6	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	4		
7	Supply and fit double lever light switch	ea.	1		
	<b>MENS TOILET</b>				
1	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	1		
	<b>LADIES TOILET</b>				
1	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	1		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<b>KITCHEN</b>				
1	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	1		
	<b>PAUSE AREA</b>				
1	Supply and fit double Hammer tone Grey power skirting	m	20		
2	Supply and fit power skirting bends double	ea.	2		
3	Supply and fit power skirting end covers double	ea.	4		
4	Supply and fit red dedicated power skirting socket outlets	ea.	4		
5	Supply and fit white power skirting socket outlets	ea.	4		
6	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	4		
7	Supply and fit double lever light switch	ea.	1		
	<b>PASSAGE AND STAIRS</b>				
1	Supply and fit 4Ft X 4 tube LED recessed low brightness light fitting with aluminum diffuser and lamps complete	ea.	5		
	<b>OUTSIDE BUILDING No 1</b>				
1	Strip out all light fittings, light switches and heaters	Item	1		
2	Supply and fit double Hammer tone Grey power skirting	m	42		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

3	Supply and fit power skirting bends double	ea.	5		
4	Supply and fit power skirting end covers double	ea.	4		
5	Supply and fit red dedicated power skirting socket outlets	ea.	15		
6	Supply and fit white power skirting socket outlets	ea.	15		
7	Supply and fit 4Ft X 4 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	6		
8	Supply and fit 4Ft X 2 tube LED surface mount splash proof light fittings and lamps complete	ea.	6		
9	Supply and fit single lever light switch	ea.	5		
10	Supply and fit bulkhead light fitting and LED globe complete	ea.	1		
11	Supply and fit 20 Watt LED flood lights	ea.	2		
12	Supply and fit day/night switch	ea.	1		
13	Supply and fit a 10mm X 3 core swa cable from the Distribution Board to the new Guard house	m	25		
14	Supply and fit 20 Watt LED flood lights for entrance at back gate to be controlled through gate motor	ea.	1		
15	Supply and fit a Centurion D10 or similar motor with all accessories with 5 remotes	Item	1		
16	Supply and fit an intercom system from the outside of the gate to the new Guard house	Item	1		
17	Supply and fit a 4mm X 3 core swa cable from the new Guard house to the new gate motor	m	15		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<b>OUTSIDE BUILDING No 2</b>				
1	Strip out all light fittings, light switches and heaters	Item	1		
2	Supply and fit double Hammer tone Grey power skirting	m	42		
3	Supply and fit power skirting bends double	ea.	5		
4	Supply and fit power skirting end covers double	ea.	4		
5	Supply and fit red dedicated power skirting socket outlets	ea.	15		
6	Supply and fit white power skirting socket outlets	ea.	15		
7	Supply and fit 4Ft X 4 tube LED surface mount low brightness light fitting with aluminum diffuser and lamps complete	ea.	6		
8	Supply and fit 4Ft X 2 tube LED surface mount splash proof light fittings and lamps complete	ea.	6		
9	Supply and fit single lever light switch	ea.	5		
10	Supply and fit bulkhead light fitting and LED globe complete	ea.	1		
11	Supply and fit 20 Watt LED flood lights	ea.	2		
12	Supply and fit day/night switch	ea.	1		
	<b>OUTSIDE BACK &amp; BRAAI AREA</b>				
1	Convert 160 Watt MV light fittings to 100 Watt high output LED fittings E40 base	ea.	2		

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

2	Supply and fit pole mount light fitting and LED globe complete	ea.	1		
3	Supply and fit 4Ft X 2 tube LED surface mount splash proof light fittings and lamps complete	ea.	5		
4	Supply and fit day/night switch	ea.	3		
<b>OUTSIDE FRONT &amp; PARKING</b>					
1	Convert 400 Watt HPS light fittings to 100 Watt high output LED fittings E40 base	ea.	2		
2	Supply and fit 4Ft X 2 tube LED surface mount splash proof light fittings and lamps complete	ea.	16		
3	Supply and fit 20 Watt LED flood lights for entrance at back gate to be controlled through gate motor	ea.	1		
4	Supply and fit bulkhead light fitting and LED globe complete	ea.	1		
5	Supply and fit 20 Watt LED flood lights	ea.	1		
6	Supply and fit day/night switch	ea.	2		
<b>ELECTRIC FENCING SYSTEM</b>					
1	Supply and fit a suitable energizing unit for the perimeter fence	ea.	1		
2	Repair or replace 5 lines of fence at gates	m	12		
3	Repair or replace 24 lines of fence at front	m	130		
4	Repair or replace 30 lines of fence at back	m	85		



**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

	<b>MAIN KIOSK AT BACK</b>				
1	Supply and fit 100 Amp X 3 phase 6Ka circuit breaker	ea.	1		
2	Sand down and repaint Electrical Kiosk	Item	1		
3	Supply and fit a 25mm X 4 core swa cable from the Kiosk to the new Equipment room	m	25		
4	Supply and install a 200KVA prime power Emergency Standby Generator with ATS on the Kiosk including concrete plinth and all cabling included	Item	1		
	<b>AIR-CONDITIONING</b>				
	<b>MAIN BUILDING</b>				
	<b>BOTTOM OFFICE 1, 2 AND 3</b>				
1	Supply and install 12 000BTU inverter type mid wall split air-conditioning as per specification	ea.	3		
	<b>STORE &amp; EQUIPMENT ROOM</b>				
1	Supply and install 24 000BTU inverter type mid wall split air-conditioning as per specification	ea.	4		
	<b>TOP &amp; PLANNING OFFICE</b>				
1	Supply and install 18 000BTU inverter type ceiling cassette air-conditioning as per specification	ea.	3		
2	Supply and install 12 000BTU inverter type ceiling cassette air-conditioning as per specification	ea.	1		
	<b>TOP BAR ROOM</b>				

**TRANSNET FREIGHT RAIL**

Enquiry Number: SIC20034CIDB/HOAC-HO-35475

Description of the service: Refurbishments of Main Building, Communications Room, Laboratory and Parking Area at the No. 2 Industry Road, Transnet Road Telecoms Building.

1	Supply and install 24 000BTU inverter type ceiling cassette air-conditioning as per specification	ea.	1		
	<b>NEW BOARDROOM</b>				
1	Supply and install 24 000BTU inverter type ceiling cassette air-conditioning as per specification	ea.	1		
	<b>PAUSE AREA</b>				
1	Supply and install 18 000BTU inverter type ceiling cassette air-conditioning as per specification	ea.	1		
	<b>OUTSIDE BUILDING No 1</b>				
1	Supply and install 18 000BTU inverter type mid wall split air-conditioning as per specification	ea.	3		
	<b>OUTSIDE BUILDING No 2</b>				
1	Supply and install 18 000BTU inverter type mid wall split air-conditioning as per specification	ea.	3		
	<b>ELECTRICAL CERTIFICATES</b>				
1	Issue an Electrical COC certificate for all electrical and air-conditioning work performed on the Main Building	Item	1		
2	Issue an Electrical COC certificate for all electrical and air-conditioning work performed on the Outside Building No 1	Item	1		
3	Issue an Electrical COC certificate for all electrical and air-conditioning work performed on the Outside Building No 2	Item	1		
4	Issue an Electrical COC certificate for the installation of the Emergency Standby Generator	Item	1		
5	Issue an Electrical COC certificate for all electrical work performed on the Outside including the installation of the Gate motor and repairs of the Electrical fence	Item	1		

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				Total (Excl. VAT )	
				VAT 15%	
				Total (Incl. VAT)	

**THE TOTAL OF THE PRICES****R***NB: Bidders should note the following:*

- *The unit prices must correspond with the total prices*
- *The total amount on the Price List should be the same as the amount in the Form of Offer*