Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer



## **Transnet Tail Infrastructure Management**

an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

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

## FOR THE: SUPPLY, INSTALL, TEST AND COMMISSIONING OF 3KV DC ELECTRICAL TRACTION SUBSTATION EQUIPMENT'S AT KOEKEMOER

RFP NUMBER : HOAC ELF 55349

ISSUE DATE : 10 October 2025

COMPULSORY BRIEFING : 21 October 2025

CLOSING DATE : 04 November 2025

CLOSING TIME : 10:00am

TENDER VALIDITY PERIOD : 12 weeks from closing date

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## **SECTION 1: NOTICE TO TENDERERS**

## 1. INVITATION TO TENDER

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

DESCRIPTION	Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's at Koekemoer
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="https://transnetwebsite">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <a href="mailto:Google Chrome to access Transnet link">Google Chrome to access Transnet link</a> ) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Koekemoer Substation on the 21 October 2025, at 11:00am [11 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].  The site's coordinates: -26.845306, 26.799891  The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.  A Site visit/walk will take place, tenderers are to note:  • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.  • Tenderers without the recommended PPE will not be allowed on the site walk.  • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.  • All forms of firearms are prohibited on Transnet properties and premises.  • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.  Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site
	meeting and/or tender briefing.  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.
	Tenderers failing to attend the compulsory tender briefing will be disqualified.

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Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

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	2025/11/04 at 10:00am
CLOSING DATE	Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

#### 2. TENDER SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
  - Log on to the Transnet eTenders management platform website (https://transnetetenders.azurewebsites.net);
  - Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER for bidder to register their information (must fill in all mandatory information);
  - ☐ Click on "SIGN IN/REGISTER" to sign in if already registered;
  - ☐ Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

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e) 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.

f) 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;

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Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's at Koekemoer

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this 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 on T2.2-16], [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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>. 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)				

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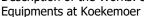
Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

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

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## **T1.2 TENDER DATA**

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

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see <a href="https://www.cidb.org.za">www.cidb.org.za</a>).

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

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

Clause		Data
C.1.1	The Employer is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the Employ	rer comprise:
	Part T: The Tender	
	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
	Part C: The contract	
	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 C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site Information
C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Mohale Rapetswa
	Address:	01 Anvil Road, Isando, Kempton Park
	E – mail	Mohale.rapetswa@transnet.net

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T1.2: Tender Data

Tender Number: HOAC ELF 55349

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

#### 1. 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 **7EP or higher** class of construction work, are eliqible to have their tenders evaluated.

#### b) Joint Venture (JV)

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

every member of the joint venture is registered with the CIDB.

the lead partner has a contractor grading designation of 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 **7EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement.

#### 2. 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 criterion and, if any, each sub-criterion are as stated in C.3.11.3 below.

- 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 T2.2-01 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 are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: ......
- ☐ Contact person and details:
- ☐ The Tender Number: HOAC ELF 55349

The Tender Description: Supply, Install, Test and Commissioning of 3kV

DC Electrical Traction Substation Equipment's at Koekemoer.

Documents must be marked for the attention of:

**Employer's Agent: Mohale Rapetswa** 

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T1.2: Tender Data

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

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

Time: 10:00am on the 04 November 2025

Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.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.

## 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. <u>Tenderers</u> also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
- 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 line with the code of good practice, together with the tender.
- 3. Valid proof of CIDB registration (CRS number)
- 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:

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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.

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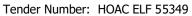


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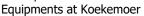


Technical Scoring Matrix			
CATEGORY A: TECHNICAL / PRACTIAL (70 Points Threshold)	Total score	Score distribution	Points
T2.2-1  1. Previous Work Experience: Bidders should provide similar work done previously related to 3kV DC traction Substation, including cabling work, indoor DC equipment's and have contactable references.	50	No Response: Tenderer has submitted no information  Poor: 2 previous work experience and contactable references relevant to this tender.  Satisfactory: 3 previous work experiences and contactable references relevant to this tender.  Good: 4 previous work experiences and contactable references relevant to this tender.  Very Good: ≥5 previous work experiences and contactable references relevant to this tender.	0 40 points 70 points 90 points 100 points
2. Management & CV's of Key Personnel  The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit proof of qualifications with the tender:	10	No Response: Tenderer has submitted no information.  Poor: 2 people has electrical qualification  Satisfactory: 3 people have electrical qualifications  Good: 4 people have electrical qualifications	0 40 points 70 points

Part 1: Tendering Procedures T1.2: Tender Data









		Very Good:	100
		≥5 people have electrical qualifications	points
T2.2-2	40		
3.Work Program / Delivery Period:		No Response:	0
		The tenderer did not submit the	
Gantt chart explaining step by step how work is going to be executed and commissioned.		work program.	
		Poor:	40 points
		≥ 8 months to complete the project.	To points
		Satisfactory:	
		≥ 7 months to complete the project With detailed Gantt chart.	70 points
		Good:	
		≥ 6 months to complete the project With detailed Gantt chart.	90 points
		Very Good:	
		≤ 5 months to complete the project	100
		With detailed Gantt chart.	
			points
Total	100		
Minimum threshold	70		
riiiiiiiiiiiii tiilesiitita	points		

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T1.2: Tender Data

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

- T2.2-1 Previous Experience
- T2.2-2 Management & CV's of Key Personnel
- T2.2-3 Work Program / Delivery Period

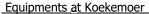
Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100 The scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> 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.

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

Thresholds	Minimum Threshold
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

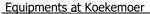
Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of Contributor (1 or 2)	3
<ul> <li>Local content &amp; local production:         <ul> <li>Electrical cable products designated 90% threshold</li> <li>Steel Power pylons/hot galvanised lockable gates/aluminium conductor/wall bushing/chequer plates/earthing/safety doors/window burglar designated at 100%</li> <li>Main and Auxiliary Transformers and Transformer oil designated at 100%</li> </ul> </li> <li>Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 point per sector)</li> <li>Incomplete, submitted blank or not submitted LC Annexures score zero points.</li> <li>In case the suppliers do not meet required LC Thresholds</li> <li>DTIC Exemption letter will be required in support for scoring purposes.</li> <li>Exemption process is attached on the Local Content section</li> </ul>	6
Entities that are at least 51% black owned	3
Entities that are at least 30% black woman owned	4

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Part 1: Tendering Procedures T1.2: Tender Data

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Creation of jobs and labour intensification Fully completed, duly declared Job Creation Schedule will score full 4 points Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points	4
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 or 2	3
Local content & local production:	
Electrical cable products designated 90% threshold Steel Power pylons/hot galvanised lockable gates/aluminium conductor/wall bushing/chequer plates/earthing/safety doors/window burglar designated at 100% Main and Auxiliary Transformers and Transformer oil designated at 100% Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 point per sector)  Incomplete, submitted blank or not submitted LC Annexures score zero points Entities that are at least 30% black woman owned	6
Entities that are at least 51% black owned	3
Entities that are at least 30% black woman owned	4
Creation of jobs and labour intensification Fully completed, duly declared Job Creation Schedule will score full 4 points Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points	4
Total points for Price and Specific Goals must not exceed	100

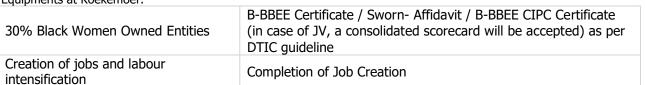
**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local content & local production:	Annexure C, D and E
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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#### C.3.13

#### Tender offers will only be accepted if:

- 1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters.
- 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
- 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, 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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's at

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

#### 2.1.1 This schedule is required for eligibility purposes:

T2.2-01 **CIDB: Eligibility Criteria Schedule -** Certificate of attendance at Compulsory Tender Clarification Meeting

#### 2.1.1 These schedules will be utilised for evaluation purposes:

- T2.2-1 **Evaluation Schedule:** Previous experience
- T2.2-2 **Evaluation Schedule:** Management & CV's of Key Personnel
- T2.2-3 **Evaluation Schedule:** Work Program / Delivery Period

#### 2.1.3 Returnable Schedules:

#### **General:**

- T2.2-4 Authority to submit tender
- T2.2-5 Record of addenda to tender documents
- T2.2-6 Letter of Good Standing
- T2.2-7 Risk Elements
- T2.2-8 Availability of equipment and other resources
- T2.2-9 Site Establishment requirements
- T2.2-10 Capacity and ability to meet delivery schedule

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

- T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G Compulsory Enterprise Questionnaire
- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Supplier Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of Protection of Personal Information Act (POPIA)

## 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor
- T2.2-20 Three (3) years audited financial statements

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

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

#### 2.4 C2.2 Bill of Quantities

#### 2.5 Local content

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer

## T2.2-01:CERTIFICATE OF ATTENDANCE OF COMPULSORY TENDER CLARIFICATION

It is hereby certified that –	
1.	
2.	<del></del>
Representative(s) ofattended the site meeting / RFQ briefing in respect on20	[name of entity] t of the proposed Goods/Services to be rendered in terms of this RFQ
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE	DATE

## **NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer

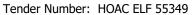
## **T2.2-1: Evaluation Schedule: Previous Experience**

Tenderer shall submit successfully completed projects with contactable reference letters of bridge design. Each of the listed bridges must have a minimum length of 15m.

Index of documentation attached to this schedule:		

Score	Previous Experience
Score 0	No Response: Tenderer has submitted no information
Score 40	Poor: 1 previous work experience and contactable references relevant to this tender.
Score 70	Satisfactory: 2 previous work experiences and contactable references relevant to this tender
Score 90	Good: 3 -4 previous work experiences and contactable references relevant to this tender
Score 100	Very Good: ≥5 previous work experiences and contactable references relevant to this tender

Part T2: Returnable Schedules T2.2-1: Previous Experience





Equipment's at Koekemoer

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

The contractor must prove that he/she has the resources to successfully complete the project in time. Required: Testing equipment with calibration certificate, qualified personnel, material, machinery and other relevant resources.

Score 0	No Response:	
	Tenderer has submitted no information.	
Score 40	Poor:	
	2 people has electrical qualification	
Score 70	Satisfactory:	
	3 people have electrical qualifications	
Score 90	Good:	
	4 people have electrical qualifications	
Score 100	Very Good:	
	≥5 people have electrical qualifications	

Index of documentation attached to this schedule:		

**Tender Number**: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer

## T2.2-3: Evaluation Schedule: Work Program / Delivery Period

Gantt chart explaining step by step how work is going to be executed and commissioned

Activity	Activity	Start date	Finish date	Preceding	Time risk
No	description			activities	allowances (TRA)

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

Score 0	No Response: The tenderer did not submit the program
Score 40	Poor: >10 months to complete the project
Score 70	Satisfactory: <9 months to complete the project with detailed Gantt chart
Score 90	Good: < 7 months to complete the project with detailed Gantt chart
Score 100	Very Good: < 5 months to complete the project with detailed Gantt chart

	that the contents of this schedule are within my personal the true and correct.	knowledge and are to the best of my
Signed	Date	
Name	Position	
Tenderer		

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

Tender Number: HOAC ELF 55349

A. Certificate for Company

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer

## T2.2-4: Authority to submit a Tender

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

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

I,		
board taken on (date)	), Mr/Ms	
acting in the capacity of		, was authorised to sign all
documents in connection with this tender o	offer and any o	contract resulting from it on behalf of
the company.		
Signed	Date	
Name	 Position	Chairman of the Board of Directors
IVAITIE	FUSILIUII	Chairman of the Board of Directors

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

TRANSNET

Equipment's at Koekemoer

## **B.** Certificate for Partnership

We, the undersigned, being the <b>key partners</b> in the business trading as			
	hereby authorise Mr/Ms		
acting in the capacity of		_, to sign all docu	ments in
connection with the tender	offer for Contract	and	d any
contract resulting from it o	n 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.

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Page 2 of 4 T2.2-4: Authority to submit a Tender

Tender Number: HOAC ELF 55349

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TRANSNET

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## C. Certificate for Joint Venture

We, the undersigned, are submitt	ing this tender offer in Joint	Venture and hereby authorise	
Mr/Ms	, an authorised signatory of the company		
		ting in the capacity of lead	
partner, to sign all documents in c	onnection with the tender off	er for Contract	
	and any contract resulting	from it on our behalf.	
This authorisation is evidenced by signatories of all the partners to the	•	ey signed by legally authorised	
Furthermore we attach to this incorporates a statement that all the contract and that the lead par payments and be responsible for t and all the partners.	partners are liable jointly and the transfer to the transfer to incur liable to incur liable.	I severally for the execution of bilities, receive instructions and	
Name of firm	Address	Authorising signature, name (in caps) and capacity	

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## **D.** Certificate for Sole Proprietor

I,,	hereby conf	irm that I am the sole owner of the
business trading as		·
Signed	Date	
Name	Position	Sole Proprietor

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Equipment's at Koekemoer

## **T2.2-5: Record of Addenda to Tender Documents**

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

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

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Equipment's at Koekemoer



# T2.2-6: 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:

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Part T2: Returnable Schedules T2.2-6: Letter of Good Standing

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction

Substation Equipment's at Koekemoer

## T2.2-7: Risk Elements

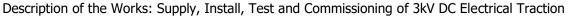
Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

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

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


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

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Substation Equipment's at Koekemoer



## **T2.2-8: Availability of Equipment and Other Resources**

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the works as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

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## **T2.2-9: Site Establishment Requirements**

Tenderers to indicate their Site establishment area requirements:


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Equipment's at Koekemoer

## T2.2-10: Capacity and Ability to meet Delivery Schedule

#### Note to tenderers:

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

A schedule detailing the following:

Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;

Current and future work on his order book, showing quantity and type of equipment;

Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;

The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:		

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## **T2.2-11: 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 ente	erprise:	
Section 2:			
Section 3:	CIDB registra	ation number, if any:	
Section 4:	CSD number		
Section 5:	Section 5: Particulars of sole proprietors and partners in partnerships		
Name		Identity number	Personal income tax number
* Complete of partners	only if sole prop	rietor or partnership and attach s	separate page if more than 3
•	Section 6: Particulars of companies and close corporations		
Company reg	gistration numbe	er	
Close corpora	ation number		
Tax reference	e number:		_
Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.			
Section 8:	The attached S	SBD 6 must be completed for	each tender and be

attached as a requirement.

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Equipment's at Koekemoer



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

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

Signed	Date	
Name	Position	
Enterprise name		

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**SBD 6.1** 

#### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of Contributor (1 or 2)	3
Local content & local production:  • Electrical cable products designated 90% threshold  • Steel Power pylons/hot galvanised lockable gates/aluminium conductor/wall bushing/chequer plates/earthing/safety doors/window burglar designated at 100%  • Main and Auxiliary Transformers and Transformer oil designated at 100%  Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 point per sector).  Incomplete, submitted blank or not submitted LC Annexures score zero points.  In case the suppliers do not meet required LC Thresholds  DTIC Exemption letter will be required in support for scoring purposes	6
Entities that are at least 51% black owned	3
Entities that are at least 30% black woman owned	4
Creation of jobs and labour intensification	4
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

- 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.

Part T2: Returnable Schedules T2.2-11: Compulsory Questionnaire

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#### 2. **DEFINITIONS**

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) "Price" includes all applicable taxes less all unconditional discounts.
- (i) "Proof of B-BBEE Status Level of Contributor"
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- "QSE" means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

#### 3. POINTS AWARDED FOR PRICE

## 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: 80/20

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

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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 SPECIFC GOALS

4.1 preference points must be awarded to a bidder for attaining the Specific Goals contribution in accordance with the table below:

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of Contributor (1 or 2)	3
Local content & local production:  • Electrical cable products designated 90% threshold  • Steel Power pylons/hot galvanised lockable gates/aluminium conductor/wall bushing/chequer plates/earthing/safety doors/window burglar designated at 100%  • Main and Auxiliary Transformers and Transformer oil designated at 100%  Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 point per sector).  Incomplete, submitted blank or not submitted LC Annexures score zero points.  In case the suppliers do not meet required LC Thresholds  DTIC Exemption letter will be required in support for scoring purposes	6
Entities that are at least 51% black owned	3
Entities that are at least 30% black woman owned	4
Creation of jobs and labour intensification  Fully completed, duly designed leb Creation Schodule will score full 4 points.	4
Fully completed, duly declared Job Creation Schedule will score full 4 points.  Incomplete, submitted blank or not submitted Job Creation Schedule will score zero points.	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

## 4.2 EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local content & local production:	Annexure C, D and E
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of jobs and labour intensification	Completion of Job Creation

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.

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- 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)

|--|

#### 7.1.1 If yes, indicate:

`	) What percentage of the contract will be subcontracted	0/-
)	) What bereentage 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.

(	пск аррпо	cable	box)	
	YES		NO	

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8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name of company/firm:	 
8.2	VAT registration number:	 
8.3	Company registration number:	 
8.4	TYPE OF COMPANY/ FIRM	
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	 
8.6	COMPANY CLASSIFICATION	
	<ul> <li>Manufacturer</li> <li>Supplier</li> <li>Professional Service provider</li> <li>Other Service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>	
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 company/firm, certify that the points claimed, based on the	

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;

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- 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	SIGNATURE(S) OF BIDDERS(S)
2	DATE:
	ADDRESS

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## **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

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<sup>&</sup>lt;sup>1</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.

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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 YES/NO contract?

2.3.1	If so, furnish particulars:

#### **DECLARATION**

١, 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:
- I understand that the accompanying bid will be disgualified if this disclosure is 3.2 found not to be true and complete in every respect;
- The bidder has arrived at the accompanying bid independently from, and without 3.3 consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- There have been no consultations, communications, agreements or 3.5 arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

<sup>&</sup>lt;sup>2</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.

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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

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# **T2.2-12: NON-DISCLOSURE AGREEMENT**

[..... 2025]

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

TRANSNET

signatory:
THIS AGREEMENT is made effective as of day of
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;
- 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:

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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

TRANSNET

- 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
- **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.
- 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.

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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.

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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.

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#### 7. ADEQUACY OF DAMAGES

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

TRANSNET

#### 8. PRIVACY AND DATA PROTECTION

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

#### 9. GENERAL

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

Signed	 Date	
Name	 Position	
Tenderer	 	

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#### **T2.2-13: RFP DECLARATION FORM**

NAM	OF COMPANY:
We _	do hereby certify that:
1.	Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2.	we have received all information we deemed necessary for the completion of this Tender;
3.	at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4.	we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5.	furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]  FULL NAME OF OWNER/MEMBER/DIRECTOR/
	PARTNER/SHAREHOLDER: ADDRESS:
	Indicate nature of relationship with Transnet:
	[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

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

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- 6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

#### **IMPORTANT NOTICE TO RESPONDENTS**

- Transnet established the SCM Complaints and Allegations Office to investigate any <u>material complaint</u> in respect
  of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender
  process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further
  investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website <a href="https://www.transnet.net">www.transnet.net</a>.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to <u>groupscmcomplaints@transnet</u>.net
- All Respondents 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 bidder on its List of Excluded Bidders.

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# T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:
I / We do hereby
I / We do hereby certify that <b>I/we have/have not been</b> found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.
Where found guilty of such a serious breach, please disclose:
NATURE OF BREACH:
DATE OF BREACH:
Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.
Signed on this day of 20
SIGNATURE OF TENDER

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# **T2.2-15: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

- 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;

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- 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 TENDER	ER	

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# **T2.2-16: 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")

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**PREAMBLE** 

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

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

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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

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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.

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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

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• 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.

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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

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others the number of transgressions, the position of the transgressors within the

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

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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

#### TRANSNET

#### **Transnet Rail Infrastructure Management**

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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:
- 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;
- Recover all sums already paid by Transnet;
- 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

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f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender

#### 9 CONFLICTS OF INTEREST

with Transnet in future.

- 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

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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 <b>fully acquainted</b> with the contents of the Integrity Pact and further <b>agree to abide by it</b> in full.
Signature
Date

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# T2.2-17: 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;

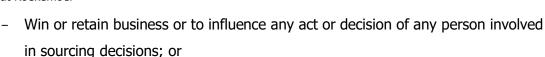
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TRANSNET

- 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.

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I,

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.

of

-					
(inser	t name	of Direct	tor or as	per	(insert name of Company)
Autho	rity Reso	olution f	rom Board	of	
Direct	ors)				
اء ۔ ام د ما		havina va	- ddt		d k- kb- k d d!kik k i-
	_	_		ood and	d agree to the terms and conditions set out in
the "Trans	net Suppli	er Code of	f Conduct."		
o: 1					
Signed	this	on	day		at
			-		
Signature					

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TRANSNET

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# T2.2-18: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

#### 1. PREAMBLE AND INTRODUCTION

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

- 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 (......insert name of Tenderer/Contractor) 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.
- In terms of this Agreement, the Operator acknowledges that it will obtain and have access to 2.5. 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.

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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.

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:

YES		NO	

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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.

TRANSNET

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.

Sign	ed at	on this	day of	2021
Nam	ne:			
Title	:			
Signa	ature:			
			(Pty) Ltd	
	erator)			
Auth	orised signatory for a	nd on behalf of		(Pty) Ltd who warrants
that	he/she is duly authoris	sed to sign this Agreeme	ent.	
AS V	VITNESSES:			
1.	Name:		Signature:	
2	Name		Signature:	

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T2.2-18: Agreement in terms of

Tender Number: HOAC ELF 55349

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Equipment's at Koekemoer

# **T2.2-19: Insurance provided by the Contractor**

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

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

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

Part T2: Returnable Schedules T2.2-19: Insurance provided by the Contractor

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Substation Equipment's at Koekemoer



# T2.2-20: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

**Tender Number:** HOAC ELF 55349

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Equipment's at Koekemoer



#### Offer

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

# Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's at Koekemoer.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

Signature(s)			
Name(s)			
Capacity			
For the Tenderer:			
	(Insert name and address of organisation)		
Name & signature of witness		Date	
Tenderer's CI	DB registration number:		

**Tender Number:** HOAC ELF 55349

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#### **Acceptance**

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and

Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

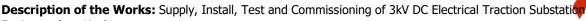
and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

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

**Tender Number:** HOAC ELF 55349



Equipment's at Koekemoer

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

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

**Tender Number:** HOAC ELF 55349

**Description of the Works:** Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation

Equipment's at Koekemoer



#### Note:

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

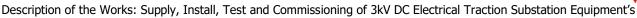
No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the Tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness		
Date		

Tender Number: HOAC ELF 55349

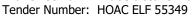


at Koekemoer

# **C1.2 Contract Data**

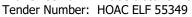
# Part one - Data provided by the Employer

Clause	Statement	Data	
1	General		
	The conditions of contract are the core clauses and the clauses for main Option		
		B:	Priced contract with bill of quantities
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		<b>X2</b>	Changes in the law
		X7:	Delay damages
		X18:	Limitation of liability
		Z:	Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)		
10.1	The <i>Employer</i> is:		net SOC Ltd stration No. 1990/000900/30)
	Address	Trans 138 E Braar	ered address:  net Corporate Centre  iloff Street  nfontein  nnesburg
	Having elected its Contractual Address for the purposes of this contract as:	Trans 01 Ar Isand	enet Rail Infrastructure Management avil Road lo oton Park
10.1	The <i>Project Manager</i> is: (Name)	Moko	to Mabina



Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

at Koekemoer			
	Address	01 Station Road Millsite	
	Tel	0119501240	
	e-mail	Mokoto.Mabina@transnet.r	net.
10.1	The <i>Supervisor</i> is: (Name)	Michael Mbhiza.	
	Address	01 Station Road Millsite.	
	Tel No.	0119501248	
	e-mail	Michael.mbhiza@transnet.r	net.
11.2(13)	The works are	Supply, Install, Test and Co 3kV DC Electrical Traction S Equipment's at Koekemoer	Substation
11.2(14)	The following matters will be included in the Risk Register	Working next to a railway l	ine
11.2(15)	The <i>boundaries of the site</i> are	Site and areas adjacent to	it
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Afri jurisdiction of the Courts of	_
13.1	The language of this contract is	English	
13.3	The period for reply is	2 weeks	
2	The Contractor's main responsibilities	No additional data is requir of the conditions of contract	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 April 2026	
11.2(9)	The key dates and the conditions to be met are:	Condition to be met	key date
		1 Design complete	10 December 2025
		2 Construction complete	30 March 2026



Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

TRANSNET

at Koekemoer

ат коекетое	T	3 Commissioning 30 April 2026 complete
30.1	The <i>access dates</i> are	Part of the Site Date
		1 The sites as required 01 December and subject to all 2025 required approvals
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The starting date is	01 December 2025
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
43.2	The <i>defect</i> correction period is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	$25^{\text{th}}$ (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The weather measurements to be recorded for each calendar month are,	the cumulative rainfall (mm)

Tender Number: HOAC ELF 55349



at Koekemoer

the number of days with rainfall more than

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10 mm

the number of days with minimum air

temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00

hours South African Time

and these measurements:

The place where *weather* is to be

recorded (on the Site ) is:

The Contractor's Site establishment area

The *weather* data are the records of past weather measurements

for each calendar month which Koekemoer

and which are available from:

were recorded at:

South African Weather Service 012 367 6023

or info3@weathersa.co.za.

7 **Title** No additional data is required for this section

of the conditions of contract.

8 **Risks and insurance** 

80.1 These are additional *Employer's* **None** 

risks

84.1 The *Employer* provides these

insurances from the Insurance

Table

1 Insurance against: Loss of or damage to the works, Plant and

Materials is as stated in the Insurance policy

for Contract Works/ Public Liability.

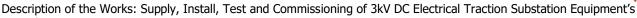
Cover / indemnity: to the extent as stated in the insurance policy

for Contract Works / Public Liability

The deductibles are: as stated in the insurance policy for Contract

**Works / Public Liability** 





at Koekemoer

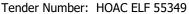
2	Insurance against:	Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
for of the	e <i>Contractor</i> arising out of and	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No.

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for any one event is

84.1

in connection with this contract 130 of 1993 as amended.



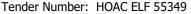


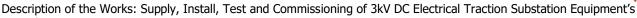
at Koekemoer

additional Insurances

The Contractor provides these 1 Where the contract requires that the design of any part of the works shall be provided by the *Contractor* the *Contractor* shall satisfy the **Employer** that professional indemnity insurance cover in connection therewith has been affected

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately manufacture insured durina fabrication and transportation to the site.
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised **Passenger** Liability indemnity with a minimum indemnity limit of R 5 000 000.
- 5 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000





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6 The insurance coverage referred to in 1, 2, 3, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

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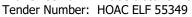
84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the Employer for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

**Project Specific Insurance for the contract** 

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
В	Priced contract with <i>Bill</i> of Quantities	No additional data is required for this Option.
60.6	The method of measurement is	The <i>Bill</i> of Quantities have been measured in accordance with SANS 1200 and COTO unless indicated otherwise.



Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

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11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration</i> procedure is	The Rules for the Conduct of Arbitrations of
		the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa
	<ul> <li>The person or organisation who will choose an arbitrator</li> <li>if the Parties cannot agree a choice or</li> <li>if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
<b>X7</b>	Delay damages	
X7.1	Delay damages for Completion of the whole of the works are	R 1000.00 per day
X18	Limitation of liability	

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

at Koekemoer

X18.1 The Contractor's liability to the Nil

Employer for indirect or

consequential loss is limited to: The deductible of the relevant insurance

policy

X18.2 For any one event, the

Contractor's liability to the Employer for loss of or damage to the Employer's property is

limited to: The cost of correcting the Defect

X18.3 The *Contractor's* liability for

Defects due to his design which are not listed on the Defects

Certificate is limited to: The Total of the Prices

X18.4 The *Contractor's* total liability to

the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:

5 years after Completion of the whole of the

TRANSNET

works

X18.5 The *end of liability* date is

Z Additional conditions of contract are:

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

at Koekemoer

#### Additional clauses relating to **Z1 Joint Venture**

#### **Z1.1**

#### Insert the additional core clause 27.5

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

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but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the **Joint Venture**;
- The constituent's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- **Details** of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  - i. of their joint and several liabilities to the *Employer* to **Provide the Works:**
  - ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative;
- iii. Identification of the roles and responsibilities of the

Tender Number: HOAC ELF 55349



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constituents to provide the Works.

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• Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

# Z2 Additional obligations in respect of Termination

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate 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)

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

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#### **Z2.2** Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

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Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

reason other than R1 – R23

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

# Z3 Right Reserved by the Employer to Conduct Vetting through SSA

**Z3.1** 

**Z2.3** 

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

- 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.
- Secret clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
- 3. Top Secret this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

# Z4 Additional Clause Relating to Collusion in the Construction Industry

**Z4.1** 

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Tender Number: HOAC ELF 55349

Description of the Works: Supply, Install, Test and Commissioning of 3kV DC Electrical Traction Substation Equipment's

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<b>Z5</b>	<b>Protection</b>	of	Personal
	Information Ac	t	

**Z5.1** 

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Tender Number: HOAC ELF 55349



at Koekemoer

# C1.2 Contract Data

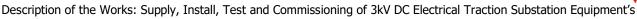
# Part two - Data provided by the Contractor

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee</i> percentage is	%
	The subcontracted fee percentage is	%
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

Tender Number: HOAC ELF 55349

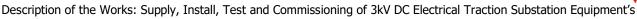


at Koekemoer

В	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.

В	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components				
41 in SSCC	The percentage for people overheads is:	5 <b>%</b>				
21 in SSCC	The published list of Equipment is the last edition of the list published by					
	The percentage for adjustment for Equipment in the published list is	% (state plu	s or minu	s)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size	or acity	Rate	
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of emp	loyee	Hou	rly rate	

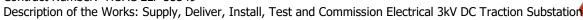
Tender Number: HOAC ELF 55349



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

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

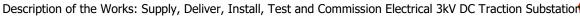
# PART 2: PRICING DATA

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

CPM 2020 Rev 01 PAGE 1 Part C2: Pricing Data

Part C2.1: Pricing Instructions Option B

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

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

#### 1. The conditions of contract

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

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

# Identified and defined

11

terms

- 11.2
- (21) The *Bill of Quantities* is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the Contractor has completed for each item in the *Bill of Quantities* multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

Part C2.1: Pricing Instructions Option B

Contract Number: HOAC ELF 55349

Description of the Works: Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation

Equipment's at Koekemoer

# 1.2. Function of the Bill of Quantities

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

# 1.3. Guidance before pricing and measuring

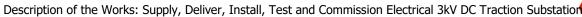
Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the *bill of quantities* in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump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

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

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

Part C2.1: Pricing Instructions Option B

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

#### 2. **Measurement and payment**

#### 2.1. **Symbols**

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

The diffes of fried	sarement described in the Diff
Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
1	litre
m	metre
mm	millimetre
m²	square metre
m²-pass	square metre pass
m³	cubic metre
m³-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

Part C2.1: Pricing Instructions Option B

Contract Number: HOAC ELF 55349

Description of the Works: Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation

Equipment's at Koo	ekemoer
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum

R/only Rate only

sum Lump sum

t ton (1000kg)

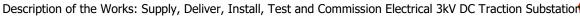
W/day Work day

#### 2.2. **General assumptions**

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

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

- 2.2.6. The quantities contained in the *Bill of Quantities* may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the *Bill of Quantities*.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

# 2.3. Departures from the method of measurement

# 2.4. Amplification of or assumptions about measurement items

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

Part C2.1: Pricing Instructions Option B

Contract Number: HOAC ELF 55349

Description of the Works: Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation

Equipment's at Koekemoer

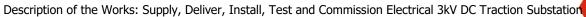
# **C2.2** The bill of quantities

	Price List				
Item	Description		Oh	Data	D.:
	Uni	t	Qty	Rate	Price
A	INDOOR WORK				
1	Supply and Install <b>AC primary circuit breaker control panel</b> . They must have all their protection relays and associated cables in accordance with. Transnet Freight rail Specification BBB.2721 ver-10	ea	1		
2	Supply and install <b>AC/DC distribution panel</b> with all protection relays and associated cables in accordance with Transnet Freight Rail Specification BBB.2721 ver- 10	ea	1		
3	Supply and install 6MW, <b>3kV DC Rectifier</b> with its associated control equipment in accordance with Transnet Freight Rail specification BBB 0496	ea	1		
4	Supply and install a complete <b>mechanical interlocking system</b> with a set of its mechanical keys in accordance with Transnet Freight rail specification BBB5452 ver 6.	sum	1		
5	Supply and install a 1.83 mH 3kV DC air <b>core Reactor</b> in accordance with Transnet Fright Rail specification BBB 3890	sum	1		
6	Supply and install <b>Wave filter equipment</b> with its cables and busbars. It must be in accordance with Transnet Freight Rail specification BBB 3139 for capacitor, and Specification BBB 3162 for inductor coil.	sum	1		
7	Supply and install <b>3kV DC Positive isolator</b> and its associated cables in accordance with Transnet Freight Rail specification BBB4 <b>7</b> 24 ver 4	sum	1		
8	Supply and install a 53 cell 110v Planté lead acid <b>battery bank.</b> The capacity of the battery should be 100 ampere hour.	ea	53		
9	Supply and install a 110v <b>Battery charger</b> in accordance with Transnet Freight rail specification 2502 ver 6. Free standing battery charger	ea	1		
10	Supply and install <b>3kV DC high Speed circuit breaker with FPR</b> in accordance with specification CEE.0099	ea	4		
11	supply and install a <b>3kV DC undervoltage relay</b> with a high voltage potential divider in accordance with Transnet Freight Rail Specification BBB 3005	ea	1		
12	Supply and install <b>Telecontrol system</b> with its associated control cables and cards	sum	1		
13	Supply and install <b>3kV DC earth leakage relay</b> in accordance with Transnet Freight Rail specification BBB 2721, and drawing CEE-TBD-0007.	ea	1		

Contract

PAGE 1 C2.1

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

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14	Install <b>indoor earthing</b> with all its <b>cables</b> in accordance with Transnet Freight rail drawing CEE-TBD-0007	sum	1	
15	Improve the security features of the substation (cameras, alarms, Clear Vu fence with barbed wire in addition to the wall around the substation, and Distributed Acoustic System on the Fence, etc.)	sum	1	

TRANSNET

Part C2: Pricing Data CPM 2020 Rev 01

Contract Number: HOAC ELF 55349

Description of the Works: Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation

Equipment's at Koekemoer

# **Koekemoer 3 kV DC Traction Substation**

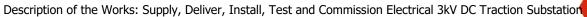
В	OUTDOOR WORK			
16	Supply and install Primary Metal Oxide surge arrester and supporting steel structure in accordance with Transnet Freight Rail specification BBB 0845	ea	3	
17	Supply and install <b>High voltage AC disconnects and supporting steel structure</b> in accordance with Transnet Freight Rail specification BBB 7842	sum	1	
18	Supply and install <b>High voltage SF6 AC primary circuit breaker and supporting steel structure</b> in accordance with Transnet specification BBB 0938 or BBB 1267.	sum	1	
19	Supply and install Main Current Transformers (metering 50/5, protection 50/1 & rating 5-1 kA) and supporting steel structure in accordance with Transnet freight rail specification BBB 0937	ea	2	
20	Supply and install 5 MVA, 88 000/2445 V, 3phase – 6 phase, Step down <b>Main Traction Transformer</b> in accordance with Transnet freight rail specification BBB 5019	ea	1	
21	Supply and install a three phase <b>150kVA</b> , <b>635/400 V Auxiliary Step down Transformer</b> with its barrier fence, gate and lock in accordance with Transnet Freight rail specification BBB 2721	ea	1	
22	Supply and fill the Main and Auxiliary transformers with <b>Transformer Oil, around 15 000 litres</b> in accordance with Transnet specification BBB0937	sum	1	
23	Supply and install the <b>AC-earth leakage system</b> complete in the HT outdoor yard as per Specification no. BBB 3059 and drawing no. BBB 3620	ea	1	
24	Re-do complete outdoor/HT earthing. All material to comply with Transnet Freight rail specification BBB 3059 and drawing BBB 3620	sum	1	
25	Construct a <b>security wall</b> around the substation, area approximately 60 m * 40 m, height -+6m	sum	1	
26	Supply and install a Hot dipped galvanised <b>lockable gate</b> (2*sliding and 1* normal gates) in accordance with Transnet Freight Rail specification BBD 9751 and drawing CEE-TDF-0016	ea	3	

Contract

PAGE 3

C2.1 Pricing instructions ECC3 Option B

Contract Number: HOAC ELF 55349



Equipment's at Koekemoer

27	Supply and Install new all <b>outdoor Flying busbars/ connecting aluminium conductors</b> in accordance with Specification BBB5452 ver 6.	Sum	1	
28	Supply and install all wall bushings (6 * for incoming 6 phase secondary supply to the rectifier, 1* negative return busbar to the rectifier and 4 * for 3 KV DC outgoing supply to OHTE) in accordance with Transnet Freight Rail specification BBB 5452	ea	11	
29	Perform Soil rehabilitation, Supply and install new yard stones (19mm). Square meters for Yard stones= $840m^2$	sum	1	

Part C2: Pricing Data CPM 2020 Rev 01

Contract Number: HOAC ELF 55349

Description of the Works: Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation

Equipment's at Koekemoer

30	Supply <b>Metal Chequer plates</b> in accordance with			
	Transnet Freight Rail specification BBB 5452 7	Sum	1	
31	Design, Construction & Commissioning of <b>Substation</b>	Sum	1	
	Building with IBR roofing			
	Wall Perimeter=2L+2W			
	=32m+20m			
	=52m			
	Height = <b>+/-6m</b>			
32	Supply and install Secondary Metal Oxide surge	ea	6	
	arrester and supporting steel structure in			
	accordance with Transnet Freight Rail specification BBB			
22	0845		-	
33	Supply and install Distribution Box (DB ), wiring, indoor and outdoor lights, plugs, sockets and switches	sum	1	
34	Supply and install security safety doors ( 1* double	sum	1	
34	safety door and 4* single safety doors and electronic	Suili	1	
	locks) Transnet spec BBC 2045			
35	Supply and install 3 KV DC Busbar Chamber	sum	1	
	equipment's	Sum	_	
36	Supply and install various HV cables and LV cables	sum	1	
37	Supply and install window burglars, building fan and all	sum	1	
	applicable electrical signs	<b>5</b> 4	_	
38	Install <b>negative return</b> system in a form of Rail on	Sum	1	
	sleepers or overhead return system			
39	Supply and install all material needed to connect the	Sum	1	
	substation to the OHTE(construct the overhead flying			
	busbars to the Ohte: material required include: 4* 3KV			
	Wall bushings. 3*Steel structures, 4* track switches,			
	4* 3KV DC capacitors, 4* 3KV lightning arrestors, 12			
	*insulators, around 150 meters of 800 mm sq			
40	aluminium wire, etc.)		_	
40	Supply and install Earth Switch	Sum	1	
41	Supply and deliver 400V/6.6KV, 100KVA step up	ea	1	
42	transformer, 3 –phase, Star/Star (Yy0)	CLIM	1	
42 43	Construct a transformer bund wall Supply and install extractor fans	sum	3	
43	Supply and install extractor rans  Supply and install substation furniture (2 *table, 4 *	ea	1	
44	chairs and 3* desks)	sum	1	
45	Supply and install 5 kg CO2 fire extinguisher	ea	6	
46	Supply and install 4 in 1 board	ea	1	
47	Provide 24/7 security for the duration of the project		1	
	, , , , , , , , , , , , , , , , , , , ,	sum		
48	Testing and Pre-commissioning.	ea	1	
49	P's & G's (include site establishment & de –	sum	1	
	establishment)			

TOTAL FOR A (INDOOR WORK) AND B (OUTDOOR WORK)	
Total sum for Koekemoer (EXCL VAT)	R
VAT	R
Total sum for Koekemoer (INCL. VAT)	R

Contract Number: HOAC-ELF-55349

Description of the Works: SUPPLY, DELIVER, INSTALL, TEST AND COMMISSION ELECTRICAL 3KV DC TRACTION

TRANSNET

SUBSTATION EQUIPMENT AT KOEKEMOER SUBSTATION

# **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

"Site Information is information which

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

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

# 1. Description of the Site and its surroundings

#### 1.1. General description

The project is executed on one site which is on an unpaved and have uneven surface. The coordinates for the site are as follows:

1.KOEKEMOER: -26.845306, 26.799891

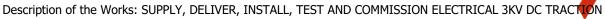
# 1.2. Existing buildings, structures, and plant & machinery on the Site

The site in the project do not have ablution facilities. These will need to be provided by the contactor. Buildings exist around the site which may not be used as a storeroom. On site is also an electrified Railway line.

#### 1.3. Subsoil information

The sites have no running water system and sewage system. The roads are unpaved and uneven.

Contract Number: HOAC-ELF-55349



SUBSTATION EQUIPMENT AT KOEKEMOER SUBSTATION



No hidden services or underground pipes onsite. Underground cables exist to facilitate the transfer of power to the railway line.

TRANSNET

# 1.5. Other reports and publicly available information

No other reports with regards to the sites listed.

# **Local Content exemption process**

The exemption process that **the dtic** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption (when the tender is still open, before closing date). After checking with the industry, **the dtic** will then decide whether or not to grant an exemption. This is per tender.

The exemption request must be on *the bidding company's singed letter-head* and cover the following:

The procuring entity/government department/state owned company,

Tender/bid number,

Closing date,

Item(s) for which the exemption is being requested for,

Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,

Reason(s) for the request.

Attach specification issued by the procuring entity

Supporting letters from local manufacturers/sub-suppliers (if applicable)

Please note that it takes 3-5 working days for **the dtic** to process exemption letters and no requests for exemptions will be considered after the tender has closed.

The request should be addressed to the attention of:

Dr. Tebogo Makube

**Chief Director: Industrial Procurement Unit** 

The Department of Trade and Industry

Private Bag X84,

Pretoria,

Gauteng,

0001

The request should be forwarded through email to Dr Makube on <a href="mailto:TMakube@thedtic.gov.za">TMakube@thedtic.gov.za</a> and copy Ms Matidza (<a href="mailto:CMatidza@thedtic.gov.za">CMatidza@thedtic.gov.za</a>).



TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 10 OF 2016/2017

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR RAIL SIGNALLING SYSTEM AND ASSOCIATED COMPONENTS

#### PURPOSE

1.1 The purpose of this Instruction note is to regulate the environment within which Accounting Officers (AOs) and Accounting Authorities (AAs) may procure rail-signalling systems and associated components as a sector for local production and content.

#### 2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 ("the regulations") issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on the 7 December 2011, make provision for the Department of Trade and Industry (the dti) to designate sectors in line with the national development and industrial policies for local production.
- 2.2 Regulation 9 (1) of the Regulations prescribes that, in the case of designated sectors, wherein the award of bids for local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 the dti has designated and determined the stipulated minimum threshold for rail signalling systems and associated components for local production and content.

#### 3. SECTOR DESIGNATION

- 3.1 A rail signalling system is used to control the flow of railway traffic in a safe, efficient and reliable manner as a means of preventing trains from colliding with each other. Being guided by fixed rails, trains are uniquely susceptible to collision; furthermore, trains cannot stop quickly, and frequently operate at speeds that do not allow stopping within sighting distance of the driver. Also, rail signalling systems are one of the key factors to assure the safety, punctuality, reliability and effectiveness (train speed and traffic density) of the railway operation.
- 3.2 Table 1 indicates the stipulated minimum local content for rail signalling systems and associated components.

Table 1: Rail signalling system

Types of systems	Local content thresholds
Rail Signalling System and associated components	65%

3.3 Table 2 provides the stipulated minimum threshold for local content and production for rail signalling systems and associated components categorised by systems and components. To ensure that the minimum local content designated is applied on manufacturing activities, the components and conversion activities in the manufacture of rail signalling system and associated components are further designated and must also be included in bid invitations:

Table 2: Local Content Designated on a Fully-Built Unit and Components and Conversion Activities against which the overall Local Content must be

discharged, per rail signalling system and components

No	Components and manufacturing processes against which the overall local content must be discharged			
	Components and manufacturing processes	% local content		
1	Centralised Traffic Control (CTC) Equipment	40%		
2	Cabinets (Apparatus cases)	100%		
3	LED Light Signal	95%		
4	Level Crossing Components	90%		
5	Auxiliary Power Supplies	90%		
6	Point Machines	90%		
7	Cables & wire	90% (Cable instruction note)		
8	Axle Counter	75%		
9	Track Circuits	90%		

No	Components and manufacturing processes against which the overall local content must be discharged			
	Components and manufacturing processes	% local content		
10	Electronic Interlocking	50%		
11	Relay Interlocking	90%		
12	Assembly and testing of the fully-built units	100%		
Tota	al minimum local content (per system)	65%		

- The following primary input materials used in the manufacture of railway signalling systems and associated components are deemed as local in this designation:
  - a) raw copper rod;
  - b) paper and boards for insulation;
  - C) aluminium billets and rod:
  - d) ceramics:

3.4

- e) porcelain;
- f) reinforced fibre glass;
- polymers; and g)
- h) ероху.
- The designated local content thresholds (on the components/conversion processes and 3.5 on the overall) apply to new purchases, refurbishments, replacements and general overhauls.
- 3.5.1. For further information, bidders and procuring state organs may contact the Metals Fabrication, Capital and Rail Transport Equipment unit within the dti at telephone 012 394 1356/3138 or email Thandi Phele at tohele@thedti.gov.za.
- 3.6 Bid specifications for the rail-signalling system and associated components referred to above may be done in collaboration with the dti.

### 4. INVITATION OF BIDS FOR RAIL SIGNALLING AND ASSOCIATED COMPONENTS

- Bids in respect of rail signalling system and associated components must contain a 4.1 specific bidding condition which states that:
- 4.1.1. Only locally manufactured rail signalling system and associated components with a stipulated minimum threshold for local production and content will be considered.
- 4.1.2. If the quantity, input materials and/or components of rail signalling systems and associated components cannot be wholly sourced from South African (SA)-based manufacturers to achieve the designated local content threshold, both on the overall and at the components and conversion processes levels, at any particular time of procurement or order placement, bidders entities should obtain written exemption from

the dti. the dti, in consultation with the SA industry and procuring Organ of State, will grant exemption on a case-by-case basis and will consider the following:

- a) required volumes in the particular bid;
- available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input materials and components:
- e) technical considerations including operating conditions and technical compliance protocol;
- f) quality and reliability;
- g) materials of construction;
- h) security of supply and emergencies;
- i) localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phases; and
- replacement of components on the existing infrastructure (i.e. track circuit procured prior to the implementation of this instruction notes) in order to honour the warranties and guarantees.
- 4.1.3. Bidders must clearly indicate in their bids the quantities of rail signalling systems and associated components to be supplied and the level of local content for each product.
- 4.1.4. Organs of State may contact the dti in instances where the stipulated minimum threshold for local content cannot be met in order for the dti to verify and, in consultation with the AO/AA, provide directives in this regard.
- 4.2 AOs/AAs must stipulate in bid invitations that:
- 4.2.1. the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the bid; and
- 4.2.2. only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{x}{y}\right) * 100$$

#### Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)
- In the case of turnkey products/projects x and y will only refer to the value of rail signaling systems and associated components in the project.
- Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.

- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS-approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <a href="http://www.thedti.gov.za/industrial development/ip.jsp">http://www.thedti.gov.za/industrial development/ip.jsp</a> at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all National and Provincial Departments, Constitutional Institutions and Public Entities listed in Schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all Municipalities and Municipal Entities to which the Municipal Finance Management Act (MFMA) applies.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- 4.6.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;
- 4.6.2 the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

### EVALUATION OF BIDS FOR RAIL SIGNALLING SYSTEM AND ASSOCIATED COMPONENTS

- 5.1 Two-stage evaluation process may be followed to evaluate the bids received.
- 5.1.1 First stage: Evaluation in terms of the stipulated minimum threshold for local production and content
  - Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
  - b) The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.
  - c) The amendment of the stipulated minimum threshold for local production and content is not allowed.
  - d) AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2).

## 5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

a) Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.

- b) AOs/AAs must ensure that contracts for rail signalling systems and associated components are awarded at prices that are market related taking into account, among others, the dti's pre-determined benchmark prices, value for money and economies of scale.
- Where appropriate, prices may be negotiated with short-listed or preferred bidders. Such negotiations must not prejudice any other bidders.

### 5.2 Benchmark / market related prices

- 5.2.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the rail signalling systems and associated components being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 5.2.2 For this purpose, AOs/AAs may approach the dti for assistance, where possible, with benchmark prices for rail signaling systems and associated components that have been designated for local production and content. the dti will be in a position to provide price references for the various products that have been designated for local production and content.

### 6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

### 7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1 Once bids are awarded, the dti must be:
- 7.1.1 notified of all the successful bidders and the estimated value of the contracts; and
- 7.1.2 provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for the dti to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 7.4 Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content, the dti must be informed accordingly in order to verify and, in consultation with the AO/AA, provide directives in this regard.

### 8. CONTACT INFORMATION

8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:

The Department of Trade and Industry Private Bag X84 Pretoria 0001 For Attention:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: (012) 394 3927 Fax: (012) 394 4927

EMAIL: TMakube@thedti.gov.za

#### 9. APPLICABILITY

This Instruction applies to all National and Provincial Departments, Constitutional Institutions; Public Entities listed in Schedules 2 and 3 to the PFMA, and, Municipalities and Municipal Entities to which the MFMA apply.

## 10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION

- 10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction to the attention of Accounting Officers and Supply Chain Management Officials of their respective Provincial Departments.
- 10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction to the attention of Accounting Authorities and the Supply Chain Management Officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.
- 10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Municipalities and Municipal Entities.
- 10.4 Accounting Authorities of Schedule 2, 3B and 3D Public Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Public Entities.

### 11. NOTIFICATION TO THE AUDITOR-GENERAL

A copy of this Instruction Note will be forwarded to the Auditor-General for notification.

### 12. AUTHORITY FOR THIS INSTRUCTION NOTE AND EFFECTIVE DATE

This Instruction is issued in terms of Regulation 9(2) of the Preferential Procurement Regulations, 2011 and takes effect on 27 July 2016

KENNETH BROWN

CHIEF PROCUREMENT OFFICER

DATE: 30/6/20/6.

## **Annex C**

# **Local Content Declaration - Summary Schedule**

(C1)	Tender No.	HOAC-ELF-55349				
		Supply, Deliver, Install, Test and Commission Electrical 3kV				
(C2)	Tender description:	DC Traction Substation Equipment at Koekemoer Substation				
		for a period of five (5) months				
(C3)	Designated product(s)	Electrical and Telecomms Cables 90%				
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange Rate:	Pula EU GBP				
(C7)	Specified local content %	90%				

				Calculation of l	ocal 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)
1	indoor earthing with all its cables (14)						
2	outdoor earthing with all its cables (24)						
3	outdoor Flying busbars/ connecting alu	ninium conduct	ors (27)				
4	HV cables and LV cables						

Signature of tenderer		

Date:		

## **Annex C**

# **Local Content Declaration - Summary Schedule**

(C1)	Tender No.	HOAC-ELF-55349			
		Supply, Deliver, Install, Test and Commission Electrical 3kV			
(C2)	Tender description:	DC Traction Substation Equipment at Koekemoer Substation			
		for a period of five (5) months			
(C3)	Designated product(s)	Transformer oil 100%			
(C4)	Tender Authority:				
(C5)	Tendering Entity name:				
(C6)	Tender Exchange Rate:	Pula EU GBP			
(C7)	Specified local content %	100%			
		Calculation of local content			

			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)
1	Virgin Transformer Oil						
2	Main Traction Transformer						
3	Auxiliary Transformer						
4	Current Transformer						
	<u> </u>						

Data		
Date:		

## **Annex C**

## **Local Content Declaration - Summary Schedule**

(C1)	Tender No.	HOAC-ELF-55349			
(C2)	Tender description:	Supply, Deliver, Install, Test and Commission Electrical 3kV DC Traction Substation Equipment at Koekemoer Substation for a period of five (5) monthsSupply, Deliver, Install, Test and Commissioning of 3KV DC			
(C3)	Designated product(s)	Manufacture of Bushing 90%			
(C4)	Tender Authority:				
(C5)	Tendering Entity name:		<u></u>		
(C6)	Tender Exchange Rate:	Pula	EU	GBP	
(C7)	Specified local content %	90%			

				Calcu	lation 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)
1	3kv wall bushing							
2	hot galvanised lockable gates							
3	aluminium conductor							
4	chequer plates							
5	safety doors							
6	window burglar	•						
7	Distribution Box (DB (33	3)						

Signature of tenderer

	ı	
Data.		
Date:		
	•	

													SATS 1286.2011
					,	Annex D							3A13 1286.2011
				Imported (	Content Declarati	ion - Suppo	orting Sch	edule to An	ınex C				
(D1)	Tender No.	HOAC-EF-5	55349	]							1		•
(D2)	Tender descript		Supply, Deliver, Install, Test and Commissioning of 3KV DC Traction Substation Equipment at Koekemoer Substation.						Note: VAT to be all calculations	excluded from			
	Designated Proc Tender Authorit	y: <del>/ name:</del>	Transformer oil 100%			D 0 00	CDD	D 12.00	1				
(D6)	Tender Exchang	e kate:	Pula		EU	R 9,00	GBP	R 12,00	]				
	A. Exempte	ed impo	rted content					Calculation of	imported conter	nt			
	Tender item no's	Descript	ion 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 Oty	Exempted imported value
	(D7)		(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
	B. Imported directly by the Tenderer					Fo ign		Calculation of	imported conter				
	Tender item no's	Descript	ion of imported content	Unit of measure	Overseas Supplier	currency value as per	Tender Rate	Local value of	Freight costs to	All locally incurred	Total landed	Tender Qty	Total imported value
	(D20)		(D21)	(D22)	(D23)	Comme cial	of Exchange	imports	port of entry	landing costs & duties	cost excl VAT	(D30)	(D31)
	(===)		(/	(===)	(023)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(250)	(631)
													•
		,								(D32) To	otal imported valu	e by tenderer	
	C. Importe	d by a 3	rd party and suppli	ied to the Te	nderer			Calculation of	imported conter	nt			-
	Description of conte		Unit of measure	Local supplier	Overseas Supplier	Fo ign currency value as per r Comme cial	Tender Rate	Local value of imports	Freight costs to port of entry	All locally incurred language costs	Total landed	Quantity	Total imported value
						Invoice							
	(D33)		(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	
	D. Other fo	reign cu	rrency payments		Calculation of foreig	n currency				(D45) To	tal imported value	e by 3rd party	
	Type of pa	ment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							
	(D46)		(D47)	(D48)	(D49)	(D50)							(D51)

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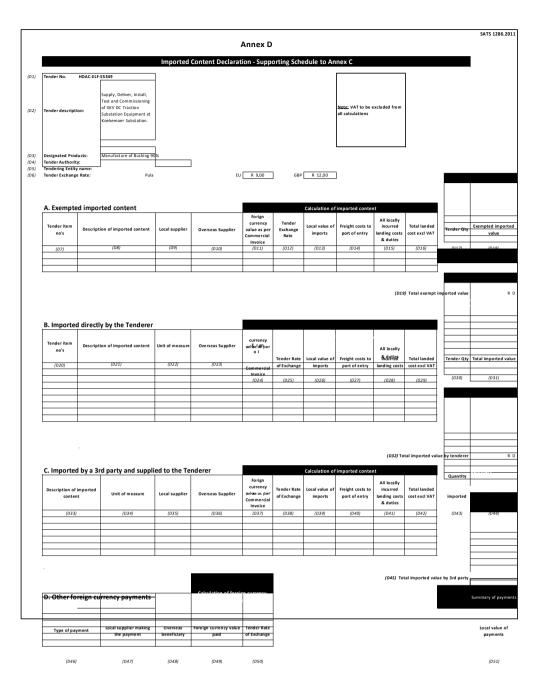
	Local Content Declaration - S	Supporting Schedule to Annex C	
Tender No.	HOAC-ELF-55349		
Tender description:	Supply, Deliver, Install, Test and Commissioning of 3KV DC Traction Substation Equipment at Koekemoer Substation	<u>Note:</u> VAT to be excluded fr	om all calculations
Designated products:	Electrical and Telecomms Cables 90%, Ste	Leel 100%, Wire products 100%, Oil 100%, Manufacto	ure of Bushing 90%
Tender Authority:			
Tendering Entity name:			
Local Prod (Goods, Se and Wo	rvices Description of items pur	chased Local suppliers	Value
	(E6)	(E7)	(E8)
		+	
		+	
	(ES	7) Total local products (Goods, Services and Works)	
(E10) Manpower	costs ( Tenderer's manpower cost)		
(E11) Factory ove	rheads (Rental, depreciation & amortisation, util	ity costs, consumables etc.)	
(E12) Administration	on overheads and mark-up (Marketi	ng, insurance, financing, interest etc.)	
		(E13) Total local content	
		This total must correspond	
Signature of tenderer			

													SATS 1286.2011
						Annex D							
				Imported	Content Declarat	ion - Supp	orting Sch	edule to Ar	nnex C				l
(D1)	Tender No.	HOAC-ELF-	55349	}									
(D2)	Tender descripti	on:	Supply, Deliver, Install, Test and Commissioning of 3KV DC Traction Substation Equipment at Koekemoer Substation.						Note: VAT to be e	xcluded from			
				1									
(D3) (D4)	Designated Prod Tender Authority		Electrical and Telecomms	Cables 90%	1								
(D5) (D6)	Tendering Entity Tender Exchange		Pula		EU	R 9,00	] GBP	R 12,00	]				
	A. Exempte	d impo	rted content					Calculation of	imported conte	nt			
	Tender item no's	Descript	ion 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)	(047)	(0.18)
	B. Importer	d direct	ly by the Tenderer					Calculation of	imported conte		9) Total exempt	imported value	
	Sporter		y wy the renderer			Forign		Cuiculululul	Imported conte				
						currency				All locally			
	Tender item no's	Descript	ion of imported content	Unit of measure	Overseas Supplier	currency value as per Commercial	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
		Descript	ion of imported content	Unit of measure	Overseas Supplier	value as per				incurred landing costs		Tender Qty	Total imported value
	no's	Descript				value as per Commercial Invoice	of Exchange	imports	port of entry	incurred landing costs & duties	cost excl VAT		
	no's	Descript				value as per Commercial Invoice	of Exchange	imports	port of entry	incurred landing costs & duties	cost excl VAT		
	no's	Descript				value as per Commercial Invoice	of Exchange	imports	port of entry	incurred landing costs & duties	cost excl VAT		
	no's	Descript				value as per Commercial Invoice	of Exchange	imports	port of entry	incurred landing costs & duties	cost excl VAT		
	no's	Descript				value as per Commercial Invoice	of Exchange	imports	port of entry	incurred landing costs & duties (D28)	cost excl VAT	(D30)	
	no's (D20)			(D22)	(023)	value as per Commercial Invoice	of Exchange	(D26)	port of entry	incurred landing costs & duties (D28)	(D29)	(D30)	
	no's (D20)	d by a 3	(021)	(D22)	(023)	valve as per Commercial Invoice (D24)  CHARGES CHARGES CHARGES CHARGES CHARGES VALUE as per Commercial	of Exchange	(D26)	port of entry (D27)	incurred landing costs & duties (D28)	(D29)	(D30)	
	no's  (D20)  C. Imported  Description of	d by a 3	(022) rd party and suppl	(022)	(023)	value as per Commercial Invoice (D24)  CHUMERY CHUMERY VALUE AS PER	(D25) (D25) Tender Rate	(026)  Calculation of Local value of	port of entry (D27) imported conte	incurred landing costs & duties & duties (028) (028) (028) (032) To at All locally incurred landing costs landing costs landing costs landing costs landing costs and costs and costs landing costs la	cost excl VAT (029)	(D30)	(D31)
	no's  (D20)  C. Imported  Description of	d by a 3	(022) rd party and suppl	(022)	(023)	valve as per Commercial Invoice (D24)  CHARGES CHARGES CHARGES CHARGES CHARGES VALUE as per Commercial	(D25) (D25) Tender Rate	(026)  Calculation of Local value of	port of entry (D27) imported conte	incurred landing costs & duties & duties (028) (028) (028) (032) To at All locally incurred landing costs landing costs landing costs landing costs landing costs and costs and costs landing costs la	cost excl VAT (029)	(D30)	(D31)
	C. Imported  Description of conten		(D21)  rd party and suppl  Unit of measure	(D22)  lied to the To	(023) enderer Overseas Supplier (036)	valve as per Commercial Invoice (D24)  cupregary valve as per Commercial Invoice Invoice (D27)	(D25)  (D25)  Tender Rate of Exchange	imports (D26)  Calculation of Local value of imports	port of entry (027)  imported conte	incurred landing costs & duties (028) (032) To at All locally incurred landing costs & duties (041)	cost excl VAT  (D29)  Dtal imported val  Total landed cost excl VAT	(D30)  (D30)  Quantity imported  (D43)	(D31)  Total imported value  (D44)
	C. Imported  Description of conten		rd party and suppl	(D22)  lied to the To	(D23) enderer Overseas Supplier (D36)	valve as per Commercial Invoice (D24)  cupregary valve as per Commercial Invoice Invoice (D27)	(D25)  (D25)  Tender Rate of Exchange	imports (D26)  Calculation of Local value of imports	port of entry (027)  imported conte	incurred landing costs & duties (028) (032) To at All locally incurred landing costs & duties (041)	cost excl VAT (D29)  Total landed cost excl VAT (D42)	(D30)  (D30)  Quantity imported  (D43)	(D3:1)  Total imported value
	C. Imported  Description of conten	imported tt	(D21)  rd party and suppl  Unit of measure	(D22)  lied to the To	(023) enderer Overseas Supplier (036)	valve as per Commercial Invoice (D24)  cupregary valve as per Commercial Invoice Invoice (D27)	(D25)  (D25)  Tender Rate of Exchange	imports (D26)  Calculation of Local value of imports	port of entry (027)  imported conte	incurred landing costs & duties (028) (032) To at All locally incurred landing costs & duties (041)	cost excl VAT (D29)  Total landed cost excl VAT (D42)	(D30)  (D30)  Quantity imported  (D43)	(D31)  Total imported value  (D44)
	C. Imported  Description of content  (033)	imported tt	rd party and suppl Unit of measure  (D24)	(D22)  lied to the Ti  Local supplier  (D35)	(D23)  enderer  Overseas Supplier  (D36)  Calculation of foreign	CHARGES  CHA	(D25)  (D25)  Tender Rate of Exchange	imports (D26)  Calculation of Local value of imports	port of entry (027)  imported conte	incurred landing costs & duties (028) (032) To at All locally incurred landing costs & duties (041)	cost excl VAT (D29)  Total landed cost excl VAT (D42)	(D30)  (D30)  Quantity imported  (D43)	(D44)  Payments  Local value of

Signature of tenderer

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

(DS3) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above



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

Signature of tenderer

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

Date: