

## **TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

[hereinafter referred to as **Transnet**]

## **REQUEST FOR QUOTATION [RFQ] No: ERACMR-PRC-37976**

### **FOR THE SUPPLY AND DELIVERY OF OHTE MATERIALS**

<b>FOR DELIVERY TO:</b>	<b>KOEDOESPOORT DEPOTS</b>
<b>ISSUE DATE:</b>	<b>21 JUNE 2022</b>
<b>CLOSING DATE:</b>	<b>28 JUNE 2022</b>
<b>CLOSING TIME:</b>	<b>10:00 AM</b>

#### **Note to the bidders:**

*Bidders 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.*

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

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 2**

#### **NOTE TO THE BIDDER**

**IF THE BIDDER IS NOT A MANUFACTURER' A MEMORANDUM OF UNDERSTANDING/AUTHORIZATION LETTER IS REQUIRED AND SHALL:**

- **BE ON MANUFACTURER'S LETTERHEAD**
- **STATE THE BIDDERS COMPANY NAME**
- **BE SIGNED BY BOTH THE MANUFACTURER AND BIDDER**
- **BE DATED BY BOTH THE MANUFACTURER AND BIDDER**
- **QUOTE THE RFQ NUMBER**
- **QUOTE THE ITEMS TO BE SUPPLIED BY THE MANUFACTURER**

**IF THE BIDDER IS THE MANUFACTURER, A CONFIRMATION LETTER IS REQUIRED AND SHALL:**

- **BE ON MANUFACTURER'S LETTERHEAD**
- **CONFIRM THAT THE BIDDER IS A MANUFACTURER OF THE ITEMS**
- **BE SIGNED BY THE MANUFACTURER**
- **BE DATED BY THE MANUFACTURER**
- **QUOTE THE RFQ NUMBER**
- **QUOTE THE ITEMS TO BE SUPPLIED**

**FAILURE TO ADHERE TO THE ABOVE SHALL LEAD TO BID DISQUALIFICATION**

## SECTION 1: SBD1 FORM

### PART A

#### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	ERACMR-PRC-37976	ISSUE DATE:	21 JUNE 2022	CLOSING DATE:	28 JUNE 2022	CLOSING TIME:	10:00 AM
DESCRIPTION	FOR SUPPLY AND DELIVERY OF OHTE MATERIAL IN KOEDOESPOORT DEPOT						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>Click on "TENDERS";</li> <li>Scroll towards the bottom right hand side of the page;</li> <li>Click on "register on our new eTender Portal";</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Michael Ramusandiwa			CONTACT PERSON	Tshepo Sehemu		
TELEPHONE NUMBER	012 315 2137			TELEPHONE NUMBER	012 842 5587		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:Michael.ramusandiwa@transnet.net">Michael.ramusandiwa@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:Tshepo.Sehemu@transnet.net">Tshepo.Sehemu@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

## SECTION 2: NOTICE TO BIDDERS

---

### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 5 [*Communication*] below:

### 3 Compulsory Local Content Threshold

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

#### 3.1 Local Content Threshold

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

Only locally produced or locally manufactured **100%** with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

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

#### 3.2 Local Content Notes

- 3.2.1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;
- 3.2.2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;
- 3.2.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

Where

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

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

- 3.2.4. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp> at no cost.
- 3.2.5. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 3.2.6. Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 3.2.7. Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 3.2.8. Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

### 3.3 **Mandatory RFQ Annexures**

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

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

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents - See Section 3 of RFQ.

### 3.4 **Challenges meeting the Local Content Threshold**

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

### 3.5 **Exchange Rate Verification**

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

### 3.6 **Local Content Obligations**

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

## **4 Preferential Procurement Prequalification Criteria**

### 4.1 **Minimum B-BBEE level**

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 2. Respondents who do not have at least this B-BBEE status or higher will be disqualified.

## **5 Communication**

- 5.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [ [michael.ramusandiwa@transnet.net](mailto:michael.ramusandiwa@transnet.net) ] before **12:00 pm on 23 June 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 5.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 5.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 5.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Prudence Nkabinde

Telephone 011-584 0821

Email: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

## **6 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

## **7 Employment Equity Act**

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

## **8 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **9 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **10 Disclaimers**

10.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

## 11 Specification/Scope of Work

Refer to the attached specification

### List of Materials

Item no	Material item no.	Description	Unit	Quantity
		<b>MATERIAL</b>		
1	54001407	TUBE, METALLIC; SHAPE: ROUND, TUBE LENGTH: 3 M, OUTSIDE DIAMETER: 50 MM, WALL THICKNESS: 4 MM, TUBE MATERIAL: STEEL; DRAWING NO: CEE-TND-0038; SPECIFICATION: SANS 121 DATE 2000; PUSH-PULL OFF.EQUIPMENT USED ON OHTE	ea	120
2	54009268	PIPE ASSEMBLY, METALLIC; TYPE: HOCKEY STICK, MATERIAL: STAINLESS STEEL, DIMENSIONS: LG 1.42 M X THK 2.03 MM, PIPE SIZE: DIA 25.4 MM, SPECIAL FEATURES: PULL-OFF TYPE; DRAWING NO: CEE-TND-0020; TOLERANCE+0-0.75. WALL THICKNES S = 2 MM MINIMUM AFTER MANIPULATION. HARDNESS = 180-270 BRINELL. ELONGATION = 6 % MINIMUM ON 25.4 MM GAUGE LENGTH AT 0.02 % OFFSET. ULTIMATE TENSILE STRESS = 486 N/MM SQ. MINIMUM. MATERIAL = AISI 304 WELDED, STAINL 3 KV	ea	220
3	54011643	CLAMP ASSEMBLY, RETAINING; TYPE: SWIVEL CLIP, MATERIAL: COPPER NICKEL SILICON; DRAWING NO: BBH 3656 SHEET 1, LA; SPECIFICATION: CEE -0063, LA; ITEM USED ON 161MM2 CONTACT WIRE FOR LARGE SWIVEL HEADS.	ea	220
4	54028807	CLEVIS, ROD END CLEVIS FITTING 19,3 MM DIA STEM. STEADY AND REGISTRATION ARMS 25 KV O.H.T.E BRITS-THABAZIMBI DRAWING NUMBER CEE-TZ-2-6 SH 13	ea	120
5	54001533	SSEMBLY; TYPE: SUSPENSION CLAMP, APPLICATION: SINGLE; DRAWING NO: CEE-TNB-0073, LA; CLEVIS TYPE WITH A TIE DOWN FACILITY.	ea	220
6	54003014	HOOK, SAFETY; TYPE: TOWER, MATERIAL: STEEL; DRAWING NO: CEE-TNB-0041, LA; EQUIPMENT USED ON OHTE	ea	220
7	54000401	CLAMP; TYPE: FEEDER, DIMENSIONS: AS PER DRAWING, MATERIAL: BI-METALLIC; DRAWING NO: BBG 6147, 0; SPECIFICATION: CEE-0063, 0; CLAMP IS USED FOR JOINING 160 MM2 ALUMINIUM (TIGER) AND 161 MM2 COPPER CONTACT WIRE	ea	400
8	54017312	ASSEMBLY; TYPE: DROPPER CLIP, APPLICATION: CONTACT WIRE, MATERIAL: COPPER NICKEL	ea	2400



		SILICON; DRAWING NO: CEE-TND-0022, LA; SPECIFICATION: CEE.0063, LA; ITEM USED ON CONTACT WIRE SIZE 161MM2.		
9	54032504	ASSEMBLY; TYPE: PARALLEL CLAMP, APPLICATION: 160 TO 160 MM2, MATERIAL: ALUMINIUM; DRAWING NO: BBG 7987, LA; EQUIPMENT USED ON OHTE	ea	50
10	54002790	SLEEVE; TYPE: TUBING, APPLICATION: DROPPER SECURING, INSIDE DIAMETER: 8 MM, OUTSIDE DIAMETER: 10 MM, LENGTH: 10 MM, MATERIAL: COPPER; DRAWING NO: CEE-TX-0079, LA	ea	2050
11	54004764	CLAMP, ELECTRICAL CONDUCTOR, STRAIN; P/N: ST 8 - 18, UNKNOWN; SPECIFICATION NUMBER T-T10A-19. CATENARY WIRE FOR 80 - 160 SQ MM, MIN DIA: 8 MM MAX DIA: 18 MM. STRANDED COPPER AND ALUMINIUM CONDUCTORS; 3 U BOLTS	ea	30
12	54004978	ASSEMBLY; TYPE: WIRE ENDING CONE, APPLICATION: CONTACT WIRE; DRAWING NO: CEE-TNB-0036, LA; EQUIPMENT USED ON OHTE	ea	30
13	54112449	TERMINAL, LUG; TYPE: BOND FASTENER, WIRE SIZE ACCOMMODATED: 120 MM2, TERMINAL MATERIAL: ALUMINIUM; DRAWING NO: CEE-TU-0136, LA	ea	1000
14	540016836	CLIP; TYPE: DROPPER SADDLE, MATERIAL: NYLON, APPLICATION: SINGLE CATENARY; DRAWING NO: CEE-TND-0005, LA; INSULATOR, ELECTRICAL CONDUCTOR EQUIPMENT USED ON OHTE. SINGLE CATENARY NYLON DROPPER SADDLE. FOR CATENARY WIRE 160 MM SQ	ea	2400

## 12 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

## 13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

## 14 National Treasury's Central Supplier Database

Respondents 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. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to

register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

## 15 Tax Compliance

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**



**Ethics Helpdesk** (Pty) LTD.  
Ethics Management System™

**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**  
**PLEASE RETAIN YOUR REFERENCE NUMBER**



**AI Voice Bot "Jack"**  
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



**What's App**  
Speak to an Agent via What's App.



**Speak to an Agent**  
Speak to an Agent via the platform with no call or data charge



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



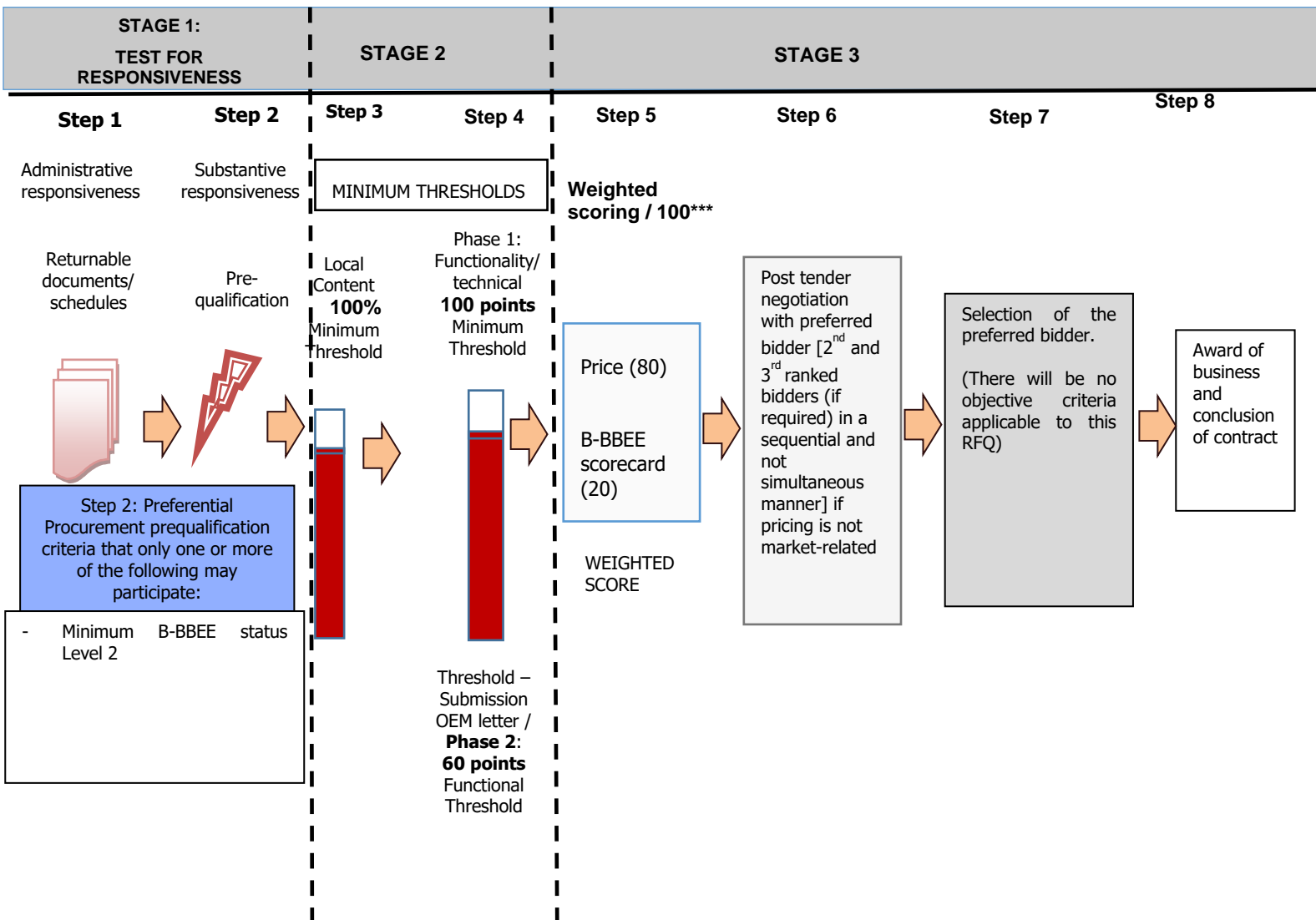
**\*120\*0785980808#**

## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria [Indicate appropriate criteria - remove / add where necessary]

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



Respondent's Signature

Date & Company Stamp

### 1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***

### 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including: Section 2 paragraphs 2.2, 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> <li>Minimum B-BBEE status level 2</li> </ul> </li> </ul>	<i>Section 2 - Paragraph 4</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

### 1.3 STEP THREE: Minimum Threshold for Local Content

Local Production and Content Threshold	RFQ REFERENCE
<ul style="list-style-type: none"> <li>A minimum threshold of <b>100%</b> for Powerline Hardware is required for Local Content of Goods offered</li> </ul>	<i>Section 2, paragraph 3 Annexures B and C</i>
<ul style="list-style-type: none"> <li>Annexure B SBD 6.2 – Declaration Certificate for Local Production and Content and Designated Sectors</li> </ul>	
<ul style="list-style-type: none"> <li>Annexure C - Local Content Declaration - Summary Schedule</li> </ul>	

***The test for meeting the Local Content threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation***

- **Respondents are to note that Transnet will not round off final Local Content scores for the purposes of determining whether the Local Content threshold has been met.**
- **A bid that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable bid.**

**1.4 STEP FOUR: PHASE 1: Technical Evaluation Minimum 100 points Threshold (OEM confirmation letter and or MOU between bidder and OEM Manufacturer**

At this stage, the BEC shall evaluate if the bidders submitted the document below. Tenderers not achieving a threshold of 100 points on phase 1 technical will not proceed to the next of phase 2 Technical evaluation. The test for phase 1 technical will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guidelines (0 to 5)
• Submission of OEM Confirmation letter or an MOU if the bidder is not the OEM	100	
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	100	

If a Bidder is an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a letter on a Company Letterhead, signed, dated and confirming that they are the OEM/Manufacturer and shall state the items that they will produce/manufacture that are required in the RFQ. The letter must quote the RFQ number.

If a Bidder is not an Original Equipment Manufacturer (OEM)/Manufacturer, the bidder must submit a Memorandum of Understanding (MOU) between the bidder and the OEM/Manufacturer, which must be on the OEM's Letterhead stating that they are the OEM/Manufacturer and will supply the bidder with the items stated in the RFQ if successful. The letter should contain the bidders company name, signed, dated or stamped by both the Bidder and the OEM. The MOU should make reference to the RFQ number list and list the items to be manufactured by the OEM.

Failure to submit the MOU/Authorization letter between the bidder and the OEM /Manufacturer confirmation letter in the case of where a bidder is a manufacturer will result in a bid being disqualified.

**PHASE 2: Minimum Threshold of 60 points for Functional Criteria**

Failure to achieve the 60 points threshold for functional will lead to disqualification. The technical functionality questionnaire will include the following:

Technical Evaluation Criteria	Points Weightings
• Capacity and ability to meet delivery schedule	100
<b>Total Weighting:</b>	<b>100</b>
<b>Minimum qualifying score required:</b>	60

Respondents must complete and submit **Annexure A which include a Technical and Functional Questionnaire**. A Respondent's compliance with the minimum functionality threshold will be measured by their responses to Stages 1 and 2 of the technical evaluations.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

***The minimum threshold for technical/functionality [Step Four] must be met or exceeded for a Respondent's Proposal to progress to Step Five for final evaluation***

### 1.5 STEP FIVE: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

### 1.6 STEP SIX: Post Tender Negotiations (if applicable)

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

### **1.7 STEP SEVEN: Objective Criteria (if applicable)**

- There will be no objective criteria for this RFQ

### **1.8 STEP EIGHT: Award of business and conclusion of contract**

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

## **2 Validity Period**

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day. **End of validity period: 04 November 2022**

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

## **3 Disclosure of contract information**

### **Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### **Johannesburg Stock Exchange Debt Listing Requirements**

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### **Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose

any commercial relationship with a DPIIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIIP/FPPO</b>		<b>Closely Related to a DPIIP/FPPO</b>		<b>Closely Associated to a DPIIP/FPPO</b>		
<b>List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

#### 4 Returnable Documents

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**



**a) Mandatory Returnable Documents**

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form	
ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2] (SBD6.2 must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
ANNEXURE C – Local Content Declaration: Summary Schedule (Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
A Local Content exemption letter from DTI (where applicable)	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ – Minimum B-BBEE level 2 or higher.	

**b) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
If a Bidder is an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a letter on a Company Letterhead, signed, dated and confirming that they are the OEM/Manufacturer and shall state the items that they will produce/manufacture that are required in the RFQ.  If a Bidder is not an Original Equipment Manufacturer (OEM)/Manufacturer, the bidder must submit a Memorandum of Understanding (MOU) between the bidder and the OEM/Manufacturer, which must be on the OEM's Letterhead stating that they are the OEM/Manufacturer and will supply the bidder with the items stated in the RFQ if successful. The letter should contain the bidders company name, signed, dated or stamped by both the Bidder and the OEM. The MOU should make reference to the RFQ number list and list the items to be manufactured by the OEM	
Capacity and ability to meet delivery schedule	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	
SECTION 8: Protection of Personal Information	

## **5 Continued validity of returnable documents**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

## SECTION 4 QUOTATION FORM

I/We \_\_\_\_\_

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

### Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, including VAT:  
**[for SERVICES, attach a scope of work & pricing schedule]**

Item No.	Description of Goods/Services	Qty.	Unit of measure	Unit Price Excl. Vat (ZAR)	Total Amount Excl. Vat (ZAR)
1	Push Pull Pipe Item No: 54001407	120	each		
2	Hockey Stick Item No: 54009298	220	each		
3	SQ Swivel 159 Item No: 54011643	220	each		
4	Push Pull Pipe Brackets Item No: 54028807	120	each		
5	Saddle Item No: 54001533	220	each		
6	Tie Hook Item No: 54003014	220	each		
7	Contact Clamp (Bi-metallic) 160x161 Item No: 54000401	400	each		
8	Dropper Clip 161 Item No: 54017312	2400	each		

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

9	Alu Alu Parallel Clamp Item No: 54032504	50	each		
10	Dropper Sleeve Item No: 54002790	2050	each		
11	Pistol Grip Item No: 54004764	30	each		
12	Contact Ending Cone Item No: 54004978	30	each		
13	Bonding Lugs Item No: 54112449	1000	each		
14	Bovens Item No: 54016863	2400	each		
<b>TOTAL PRICE, exclusive of VAT:</b>					
<b>VAT 15% (if applicable)</b>					
<b>Discount(s)</b>					
<b>Total Inclusive of VAT (where applicable)</b>					

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.
- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

## **SECTION 5**

### **CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## **SECTION 6**

### **RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation **[RFQ]**;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. **Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

#### **BIDDER'S DISCLOSURE (SBD4)**

#### **12 PURPOSE OF THE FORM**

12.1 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.

12.2 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.

#### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

13.1.1. 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

<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.


13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 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.

<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.



14.5 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.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 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.

#### **BREACH OF LAW**

12. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## **SECTION 7**

### **B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

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

#### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.6 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.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

#### **2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## **5. BID DECLARATION**

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

### **6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1**

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

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

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME ✓</b>	<b>QSE ✓</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## **SECTION 8**

### **PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).



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

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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

## ANNEXURE A: TECHNICAL/FUNCTIONAL SUBMISSION QUESTIONNAIRE

**NAME OF BIDDER:** \_\_\_\_\_

**RFQ: ERACMR-PRC-37976**

**Description of Works:** For the supply and delivery of OHTE materials in Koedoespoort depot

<b>For the supply and delivery of OHTE material at Witbank Depot</b>	<b>THRESHOLD</b>
<b>PHASE 1: TECHNICAL EVALUATION</b>	<b>100 points</b>
<b>PHASE 2: FUNTIONAL EVALUATION</b>	<b>60 points</b>

### Phase 1 ~ Technical Evaluation

<b>Quality Criteria</b>	<b>Points Weightings</b>	<b>Scoring Guideline (0-5)</b>
<p>If a Bidder is an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a letter on a Company Letterhead, signed, dated and confirming that they are the OEM/Manufacture and shall state the items that they will produce/manufacturer that are required in the RFQ. The letter must quote the RFQ number.</p> <p>If a Bidder is not an Original Equipment Manufacturer (OEM)/Manufacturer, the bidder must submit a Memorandum of Understanding (MOU) between the bidder and the OEM/Manufacturer, which must be on the OEM's Letterhead stating that they are the OEM/Manufacturer and will supply the bidder with the items stated in the RFQ if successful. The letter should contain the bidders company name, signed, dated or stamped by both the Bidder and the OEM. The MOU should make reference to the RFQ number list and list the items to be manufactured by the OEM.</p>	<b>100</b>	<p>0 (0) = OEM/MOU Letter not submitted / not all information stated on letter as requested</p> <p>5 (100) = OEM/MOU Letter submitted, and all information stated on letter as requested</p>

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Phase 2 ~ Functional Evaluation**

Quality Criteria	Points Weightings	Scoring Guideline (0-5)
Capability to deliver	<b>100</b>	<p>0 (0) = No Delivery Period indicated</p> <p>1 (20) = Delivery Schedule indicate delivery period of &gt;9 weeks</p> <p>2 (40) = Delivery Schedule indicate delivery period of &gt;8 weeks ≤9 weeks</p> <p>3 (60) = Delivery Schedule indicate delivery period of &gt;7 weeks ≤8 weeks</p> <p>4 (80) = Delivery Schedule indicate delivery period of &gt;6 weeks ≤7 weeks</p> <p>5 (100) = Delivery Schedule indicate delivery period of ≤6 weeks.</p>

Respondent's Signature

Date & Company Stamp

## **ANNEXURE B**

## **SBD 6.2**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

#### **1. General Conditions**

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

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

Where

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

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

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

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

#### **2. Definitions**

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Powerline Hardware;	100%

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

( ***Tick applicable box*** )

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

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

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

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

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

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

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

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

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

**IN RESPECT OF BID NO. ERACMR-PRC-37976**

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

NB

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

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

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

Price of the Designated commodity steel products and components for construction Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

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

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

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

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

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

**NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C “local content declaration - summary schedule” may result in the tender submission being non-responsive and disqualified from any further evaluation.**

---

Respondent's Signature

---

Date & Company Stamp

# Annex C

## Local Content Declaration - Summary Schedule

(C1)

Tender No. ERACMR-PRC-37976

(C2)

Tender description:  
FOR THE SUPPLY AND DELIVERY OF OHTE MATERIALS IN KOEDOESPOORT DEPOT

(C3)

Designated product(s) Powerlines Hardware

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

(C7)

Specified local content: 100%

Pula

EU

GBP

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Push Pull Pipe										
2	Hockey Stick										
3	SQ Swivel 159										
4	Push Pull Pipe brackets										
5	Saddle										
6	Tie Hook										
7	Contact Clamp ( Bi-mettalic) 160 x161										
8	Dropper Clip 161										
9	Alu Alu Parallel Clamp										
10	Dropper Sleeve										
11	Pistol Grip										
12	Contact ending cone										
13	Bonding Lugs										
14	Bovens										
								(C24) Total local content			
Date:								(C25) Average local content % of tender			



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)

Tender No.

ERACMR-PRC-37976

(D2)

Tender description:

FOR THE SUPPLY AND DELIVERY OF OHTE MATERIALS IN KOEDOESPOORT

(D3)

Designated Products:

Powerlines Hardware

(D4)

Tender Authority:

(D5)

Tendering Entity name:

(D6)

Tender Exchange Rate:

Pula

EU R 9,00

GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

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

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

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

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

(D45) Total imported value by 3rd party

D. Other foreign currency payments

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

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

Signature of tenderer from Annex B

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

Date:

This total must correspond with Annex C - C 23

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ERACMR-PRC-37976
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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

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

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

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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

### **1. DEFINITIONS**

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

### **2. GENERAL**

#### **2.1. Introduction**

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

The guideline consists of two parts, namely:

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

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

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

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

**NOTE:**

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

**2.2. What is local content?**

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

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

The tenderer must differentiate between imported content and local content.

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

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

**2.3.1. Imported Content**

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

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

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

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

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

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

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

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

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

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

#### 2.3.1.3. Exempt Imported Content:

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

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

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

### **3. ANNEXURE C**

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

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

**C1. Tender Number**

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

**C2. Tender description**

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

**C3. Designated products**

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

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

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

**C6. Tender Exchange Rate**

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

**C7. Specified local content %**

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

**C8. Tender item number**

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

**C9. List of items**

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

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

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

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

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

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

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

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

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

**Tender Summary**

**C16. Tender quantity**

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

**C17. Total tender value**

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



**C18. Total exempted imported content**

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

**C19. Total imported content**

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

**C20. Total tender value**

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

**C21. Total exempted imported content**

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

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

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

**C23. Total imported content**

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

**C24. Total local content**

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

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

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

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

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

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

**D1. Tender number**

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

**D2. Tender description**

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

**D3. Designated products**

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

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

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

**D6. Tender exchange rate**

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

**Table A. Exempted Imported Content**

**D7. Tender item number**

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

**D8. Description of imported content**

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

**D9. Local supplier**

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

**D10. Overseas supplier**

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

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

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

**D12. Tender exchange rate**

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

**D13. Local value of imports**

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

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

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

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

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

**D16. Total landed costs excl VAT**

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

**D17. Tender quantity**

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

**D18. Exempted imported value**

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

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

**D19. Total exempted imported value**

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

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

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

**D21. Description of imported content:**

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

**D22. Unit of measure**

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

**D23. Overseas supplier**

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

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

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

**D25. Tender rate of exchange**

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

**D26. Local value of imports**

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

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

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

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

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

**D29. Total landed costs excl VAT**

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

**D30. Tender quantity**

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

**D31. Total imported value**

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

**D32. Total imported value by tenderer**

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

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

**D33. Description of imported content**

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

**D34. Unit of measure**

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

**D35. Local supplier**

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

**D36. Overseas supplier**

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

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

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

**D38. Tender rate of exchange**

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

**D39. Local value of imports**

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

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

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

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

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

**D42. Total landed costs excluding VAT**

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

**D43. Quantity imported**

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

**D44. Total imported value**

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

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

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

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

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

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

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

**D50. Tender rate of exchange**

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

**D51. Local value of payments**

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

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

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

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

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

## **5. ANNEXURE E**

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

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

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

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

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

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

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

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

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

Supply the name of the tender authority.

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

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

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

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

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

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

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

#### **E8. Value**

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



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

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

**E10. Manpower costs:**

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

**E11. Factory overheads:**

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

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

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

**E13. Total local content:**

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

Private Bag X115, Pretoria, 0001

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND  
CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

**NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 1 OF 2020/2021:**

**INVITATION AND EVALUATION OF BIDS WITH A STIPULATED MINIMUM THRESHOLD  
FOR LOCAL PRODUCTION AND CONTENT FOR:**

- **Steel Power Pylons**
- **Monopole Pylons**
- **Steel Substation Structures**
- **Powerline Hardware**
- **Street Lighting Steel Poles**
- **Steel Lattice Towers and Masts**

**1. PURPOSE**

- 1.1 The purpose of this Circular is to introduce amendments to Instruction Note Number 9 of 2016/2017, that designated steel power pylons, monopole pylons, steel substation structures, powerline hardware, steel lattice towers & masts and street lighting steel poles for 100% local procurement.
- 1.2 The amendments contained in the new Circular seek to clarify the list of products and components included in the Instruction Note Number 9 of 2016/2017.
- 1.3 The Circular will regulate the environment within which Accounting Officers (AOs) and Accounting Authorities (AAs) may procure the aforementioned products that are designated for local production and content.

**2. BACKGROUND**

- 2.1. The Preferential Procurement Regulations, 2017 ('the regulations'), made in terms of Section 5 of the Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPFA) which came into effect on 1 April 2017, make provision for the Department of Trade and Industry (**the dti**), now the Department of Trade, Industry and Competition (**the dtic**) to designate sectors in line with national development and industrial policies for local production.

- 2.2. Regulation 8 (1) of the regulations prescribes that in the case of designated sectors where in the award of bids, local production and content is of critical importance, such bids must be advertised with the specific condition that only locally produced goods, services and/or works with a stipulated minimum threshold for local production and content will be considered.
- 2.3. To this end, **the dtic** has designated and determined the stipulated minimum threshold for the Steel Power Pylons, Monopoles Pylons; Steel Substation Structures; Powerline Hardware; Street Lighting; Steel Poles and Steel Lattice Towers and Masts sectors for local production and content in the Instruction Note Number 9 of 2016/2017.
- 2.4. A review of the existing list of designated products and components has become necessary to provide further clarity and disaggregation on the items under these products and components in the Instruction Note Number 9 of 2016/2017. The review mainly affects Powerline Hardware and Steel Substation Structures. It will emphasize that the *transmission line hardware* and the *distribution line hardware* items fall under **Powerline Hardware** and also confirm that the *substation hardware components* are classified as **Steel Substation Structures**.

### 3. PRODUCT DESIGNATION

- 3.1 **Power pylons and substation structures** are steel fabricated (cut, punched and galvanised) components erected for the transmission, distribution and/or reticulation of electrical power from the power station through to the consumer. At every transition between power generation, power transmission and power distribution there is a need for the erection of a substation which serves as a facility for the stepping up or down of power in preparation for the requirements of the next phase of the power transfer process. Substations are erected using steel structures fabricated by means of cutting, punching and galvanising.
- 3.2 Depending on the procuring entity's design and functionality requirements, galvanised **steel monopole structures** may be specified instead of power pylons for the transfer of power from the power station through to the end user. Galvanised steel monopoles are fabricated following a cutting, bending, welding and galvanising process.
- 3.3 In the construction of power pylons, monopoles, substation structures and distribution powerlines a variety of auxiliary components are used to fulfil such requirements as providing stability to the power pylon structures, attachment and fastening of components, provision of platforms and foundations, etc. These auxiliary components are made using a variety of metals including cast aluminium, galvanised steel, composite materials, brass and others. These components are collectively called **powerline hardware** and are used in both **power transmission** and **distribution**.
- 3.4 **Composite Insulators:** These insulators have at least two insulating parts, such as a fibre glass core and a polymer housing equipped with metal end fittings. They provide mechanical strength and insulate conductors from the structures they are attached to.
- 3.5 **The components addressed under this Designation Note are classified as follows under the harmonisation system:**
- 3.5.1 **Powerline Line, Distribution Line and Substation Hardware**

- HS730890: Structures and parts of structures of iron/steel (Including steel powerline hardware)
- HS730820: Towers and lattice masts (Including monopole pylons and street lighting poles)
- HS761090: Aluminium structures and parts for construction (Including aluminium powerline hardware)
- H854690: Electrical insulators of composite polymer materials

To ensure that local production and content is discharged on manufacturing activities, the products and components in Table 1 have been designated and must be included in bid invitations<sup>1</sup>. *Different methods and/or process are used to manufacture the products/components. These include casting, forging, drawing, rolling, fabrication, helically or wire formed, injection, moulding, baking or a combination of these methods or processes.*

**Table 1: Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Lighting Steel Poles and Steel Lattice Towers and Masts**

<b>Products for Designation</b>	<b>Minimum Local Content</b>
<b>Steel Power Pylons</b>	100%
<b>Monopole Pylons</b>	100%
<b>Steel Substation Structures</b>	100%
<b>Powerline Hardware</b> (distribution line hardware and transmission line hardware)	100%
<b>Street Lighting Steel Poles</b>	100%
<b>Steel Lattice Towers And Masts</b>	100%

- 3.6 All primary steel related products: flat products (plates and coils) and long products (rounds, angles, sections and wire related products) and secondary aluminium ingots are included in this designation and must be manufactured and sourced locally. This is to support and sustain the existing local steelmaking and aluminium secondary smelting capacities respectively.
- 3.7 In this designation, imported input raw materials such as aluminium extrusion billets for the manufacture of aluminium components; rubber and zinc used in hot deep galvanising processes are deemed as locally manufactured products. These inputs should be imported in raw material form for further fabrication in South Africa.
- 3.8 The imported input raw material indicated in will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.10 Subject to market changes, National Treasury in consultation with **the dtic** reserves the right to reintroduce deeming of primary steel as locally produced.

<sup>1</sup> Please see Annexure A for a detailed breakdown

- 4. INVITATION OF BIDS FOR STEEL POWER PYLONS, MONOPOLE PYLONS, STEEL SUBSTATION STRUCTURES, POWERLINE HARDWARE, STREET LIGHTING STEEL POLES AND STEEL LATTICE TOWERS AND MASTS**
- 4.1. Bids in respect of Steel Power Pylons, Monopoles Pylons; Steel Substation Structures; Powerline Hardware; Street Lighting Steel Poles and Steel Lattice Towers and Masts must contain a specific bidding condition which states that:
- 4.1.1 If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written approval from **the dtic** to supply the remaining portion at a lower local content threshold. **the dtic**, in consultation with the procuring organ of state, will grant such approval on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
  - available collective South African industry manufacturing capacity at that time;
  - delivery times;
  - availability of input materials and components;
  - technical considerations including operating conditions;
  - materials of construction; and
  - security of supply and emergencies.
- 4.1.2 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.
- 4.1.3 The turn-around time for processing of authorisation requests is 5 working days from the date of receipt. Therefore, such applications should reach **the dtic** at least five days before closing date and time of bid.
- 4.1.4 The approval 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 approval or authorization (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 authorization. This is per bid.
- 4.1.5 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorisation letter:
- Procuring entity/government department/state owned company,
  - Tender/bid number,
  - Closing date,
  - Item(s) for which the approval is being requested for,
  - Detailed specifications issued by the procuring entity
  - Local content that can be met
  - Reason(s) for the request
  - Supporting letters from local manufacturers/sub-suppliers
- 4.1.6 Organs of state may contact **the dtic** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dtic** to verify and in consultation with the AO/AA provide directives in this regard.

4.1.7 For further information, bidders and procuring state organs may contact the Capital Equipment and Metals Sector Desk within **the dtic** at telephone (012) 394-1356/1380 or e-mail [localcontent@thedtic.gov.za](mailto:localcontent@thedtic.gov.za).

4.1.8 Bid specifications for the designated products in this Circular may be done in collaboration with **the dtic**.

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.

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:

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

Where

$x$  is the imported content in Rand

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

Prices referred to in the determination of  $x$  must be converted to Rand (ZAR) by using the exchange rate published by 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 Template (Annex C: Local Content Declaration Summary Schedule), Annexure D (Imported Content Declaration: Supporting Schedule to Annex C) and Annexure E (Local Content Declaration: Supporting Schedule to Annex C) are accessible to all potential bidders on **the dtic's** official website, namely <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

4.5. For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all National and Provincial Departments, Constitutional Institutions and Public Entities listed in Schedules 2, 3A, 3B, 3C and 3D to which the Public Finance Management Act applies, 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:

4.1.9 The Declaration Certificate for Local Production and Content (SBD/MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and

4.6.2 The rate of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

**5. EVALUATION OF BIDS FOR STEEL POWER PYLONS, MONOPOLE PYLONS, STEEL SUBSTATION STRUCTURES, POWERLINE HARDWARE, STREET LIGHTING STEEL POLES AND STEEL LATTICE TOWERS AND MASTS**

- 5.1. An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

**6. EVALUATION OF BIDS BASED ON FUNCTIONALITY**

- 6.1. Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in PPR 2017 and paragraph 6 and 11 of the Implementation Guide must be followed.

**7. POST AWARD AND REPORTING REQUIREMENTS**

- 7.1. Once bids are awarded, **the dtic** must be:
- (i) notified of all the successful bidders and the estimated value of the contracts; and
  - (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders within 30 days of award.
- 7.2. The purpose of the requirements of paragraph 7.1 above is for **the dtic** to, among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3. Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 8 of the Preferential Procurement Regulations, 2017.

**8. CONTACT INFORMATION**

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

The Department of Trade, Industry & Competition  
Private Bag X84  
Pretoria  
0001

For Attention:

Chief Director: Industrial Procurement  
Tel: (012) 394 1435  
Fax: (012) 394 1535  
EMAIL: [localcontent@thedtic.gov.za](mailto:localcontent@thedtic.gov.za)

## **9. APPLICABILITY**

- 9.1 This Circular applies to all national and provincial departments, constitutional institutions; public entities listed in schedules 2 and 3 to the PFMA, and municipalities and municipal entities to which the MFMA applies.

## **10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR**

- 10.1 Heads of provincial treasuries are requested to bring the contents of this Circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.
- 10.2 Accounting officers of national and provincial departments are requested to bring the contents of this Circular to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.
- 10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their municipalities and municipal entities.
- 10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their public entities.

## **11. NOTIFICATION TO THE AUDITOR-GENERAL**

- 11.1 A copy of this Circular will be forwarded to the Auditor-General for notification.

## **12. REPEAL OF INSTRUCTION DATED 27 JULY 2016**

This Circular repeals the Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for Steel Power Pylons, Monopoles Pylons; Steel Substation Structures; Powerline Hardware; Street Lighting Steel Poles and Steel Lattice Towers and Masts dated 27 July 2016 and takes effect on the date of issue.

## **13. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE**

- 13.1 This Circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect on date of issuance.



**MS ESTELLE SETAN**

**ACTING CHIEF PROCUREMENT OFFICER**

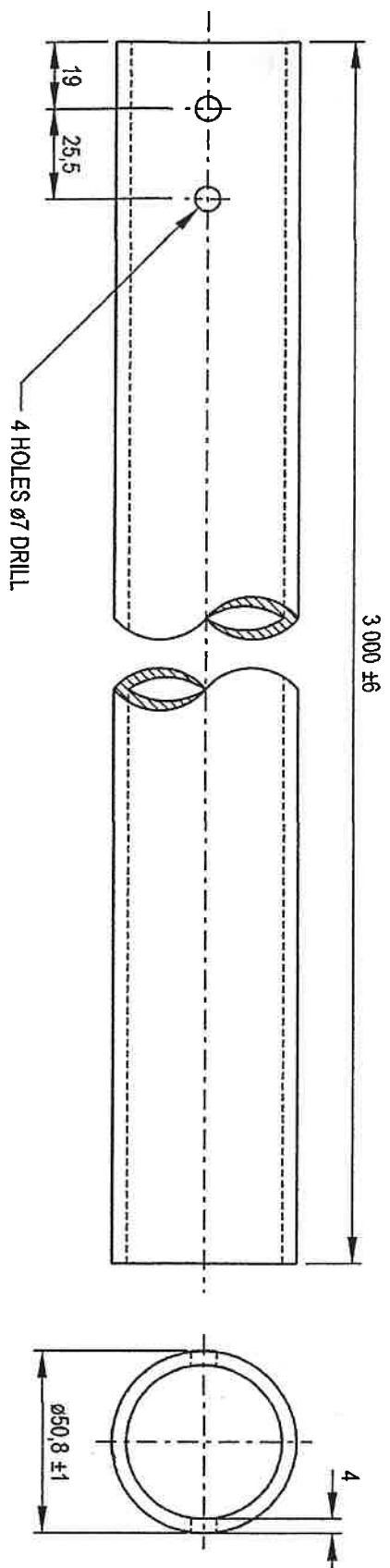
**DATE:**



**ANNEXURE A: DISTRIBUTION LINE, TRANSMISSION LINE AND SUBSTATION  
HARDWARE COMPONENTS DESIGNATED FOR 100% MINIMUM LOCAL CONTENT**

<b>Distribution Line, Transmission Line and Substation Hardware Components</b>	
<b>Casted/Forged:</b>	Arching Horn, Clamp, Clevis, Connector, Corona ring/bell/shield, Damper, Eye, Fitting, Hook, Installation pulley, Link, Shackle, Spacer, Spindle, Suspension/Strain assembly, Thimble, Tongue, Tower and Stay Component, Turnbuckle, Weight and other casted & forged products used on powerlines and substations.
<b>Drawn/Rolled:</b>	Bolt, Fastener, Hook, Nail, Nut, Rod, Screw, Threaded rod, Washer and other drawn & rolled products used on powerlines and substations.
<b>Fabricated:</b>	Adjustor, Anchor, Block, Brace, Bracket, Buckle, Clamp, Clevis, Clip, Compression fitting, Connector, Cross arm/X arm, Dead end, Ferrule, Fitting, Frame, Hook, Iron, Joint, Link, Lug, Plate, Platform, Pole, Rod, Shackle, Spindle, Stay, Strap tie, Support cradle, Thimble, Tie, Washer and other fabricated products used on powerlines and substations.
<b>Helically/Wire Formed:</b>	Armour Grip Suspension Unit, Armour Rod, Damper, Dead end, Grip, Pole top Make Off, Shunt, Spacer, Splice, Tie and other helically or wire formed products used on powerlines and substations.
<b>Injected/Moulded/Baked/Combination:</b>	Aerial Bundle Conductor (ABC) fitting, Bird flight Diverter, Box, Bush, Fuse cut/out Base, Fuse Holder, Insulator and other injected, moulded, baked or a combination of these methods or processes products used on powerlines and substations.
<b>Insulators, Cut-Out/Drop-out Fuses and Corona Rings</b>	
<b>11 – 33Kv Cut-Out/Drop-out Fuses:</b>	<ul style="list-style-type: none"> <li>• 11, 22 &amp; 33kv Base Assemblies, Fuse Holder Assemblies and Solid Links</li> </ul>
<b>11 – 132kV Distribution Insulators:</b>	<ul style="list-style-type: none"> <li>• 11 – 44kV, (40, 70, 80, &amp; 90kN), Long Rod Insulators (All IEC end-fitting variations)</li> <li>• 11 – 132kV, (120 &amp; 160kN), Long Rod Insulators (All IEC end-fitting variations)</li> <li>• 110 – 132kV, (210 &amp; 300kN), Long Rod Insulators (All IEC end-fitting variations)</li> <li>• 11 – 132kV Braced, Horizontal, Inverse-Suspension, Jumper, Station, &amp; Vertical Line Post Insulators (All IEC &amp; other standard end-fitting variations)</li> </ul>
<b>161 – 275kV Sub-Transmission Insulators:</b>	<ul style="list-style-type: none"> <li>• 161 – 275kV, (120, 160, 210, &amp; 300kN), Long Rod Insulators (All IEC end-fittings)</li> <li>• 161 – 275kV Braced, Horizontal, Jumper, Station, &amp; Vertical Line Post Insulators (All IEC &amp; other standard end-fitting variations)</li> </ul>
<b>330 – 765kV Transmission Insulators:</b>	<ul style="list-style-type: none"> <li>• 330 – 400kV, (120, 160, 210, &amp; 300kN), Long Rod Insulators (All IEC end-fittings)</li> <li>• 400 – 765kV, (120, 160, 210 &amp; 300 &amp; 400kN), Long Rod Insulators (All IEC end-fittings)</li> </ul>
<b>132 – 765kV Corona Rings:</b>	<ul style="list-style-type: none"> <li>• Ø220, 330, &amp; 430mm Cast Aluminium Corona Rings</li> <li>• Ø496 &amp; 566 mm Hot Dip Galvanised (HDG) Steel Corona Rings</li> </ul>
<b>Shield-Wire Insulators:</b>	<ul style="list-style-type: none"> <li>• 70 &amp; 120kN Shield-Wire Long Rod Insulators (All IEC end-fittings)</li> <li>• Shield-Wire Post Insulators (All IEC &amp; other standard end-fitting variations)</li> </ul>

Item 1



FINISH  
ZINC COAT TO SPEC SANS 121

MATERIAL: METAL TUBE, STEEL TO SPEC SANS 657 - 1

DO REF: J71/228 GEN TOL: LIN ± 0,5 ANG ± -

DRN: JVS CKD: ELS DATE: 56-10-16

ENG: EPA WLEHMAN for CHIEF ENG

CENTRAL DRAWING OFFICE  SPOORNET

PUSH-PULL-OFF TUBE

AMENDMENTS

NO	NAME	DATE
2	J v Dyk	2003/02/18

REVISED, RENUMBERED  
AND REDRAWN.

DRG NO WAS  
CEE-TMHH-16  
DO REF: CDO/2354

3  19/05/05

PIPE DIA. WAS Ø48,7147,9  
AND LENGTH WAS 3 050.  
ECP REF: 888668  
DO REF: CDO/4179

STORES ITEM NO  
54/1407

DIMENSIONS mm  
SCALE: 1:2

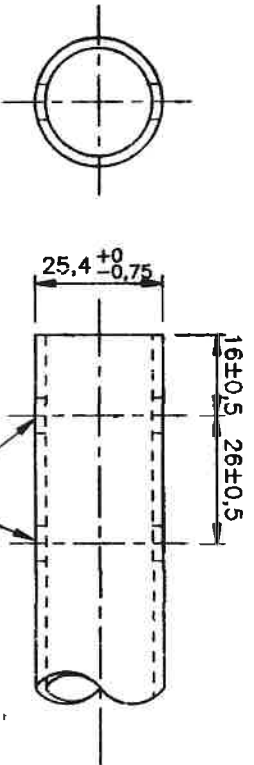
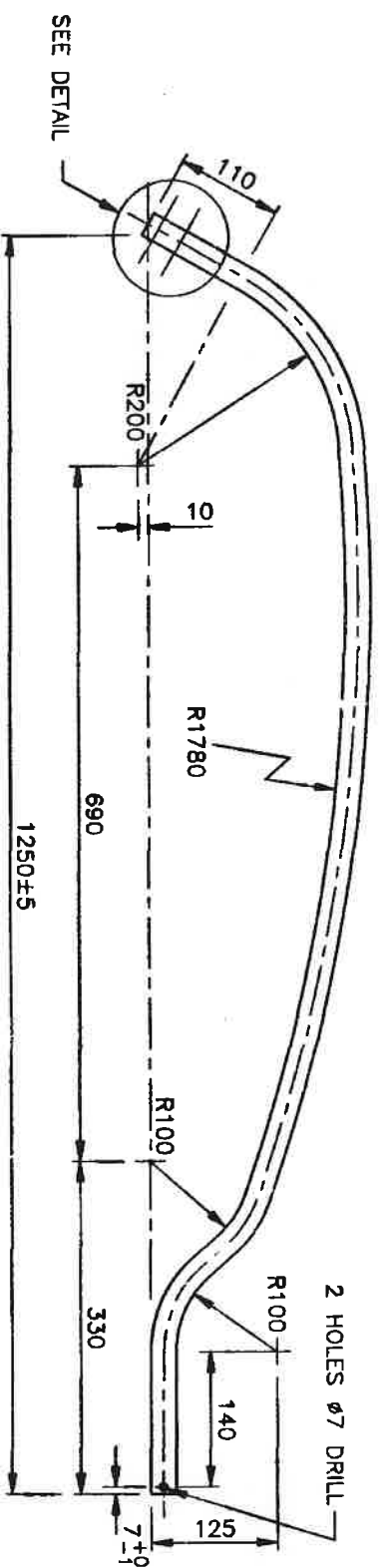


DRAWING NO CEE-

TND - 38

SHEET - OF -

Item 2



DETAIL  
SCALE 1:1  
4 HOLES  $\phi 7$  DRILL, IN SAME  
PLANE AS BENDS IN TUBE

MATERIAL: STAINLESS STEEL TUBE 2.03 WALL THK TO SPEC AISI GRADE 304.

DO REF: T79/9 GEN TOL: LIN  $\pm 3$  ANG  $\pm$  —

DRN: A. JOUBERT CKD: J. JACKSON DATE: 79-11-22

ENG: — F. PIENAR for CHIEF ENG

INFRASTRUCTURE  
(ELECTRICAL)



HOCKEY STICK: PULL-OFF TYPE

AMENDMENTS

NO	NAME	DATE
1	W. BRIGHT	92-09-28
16 DIM WAS 19. DRG. NO. WAS CEE-TN-151. DO REF: T92/045		
2	J van DYK	94-06-23
REVISED AND UPDATED. DO REF: T94/025		

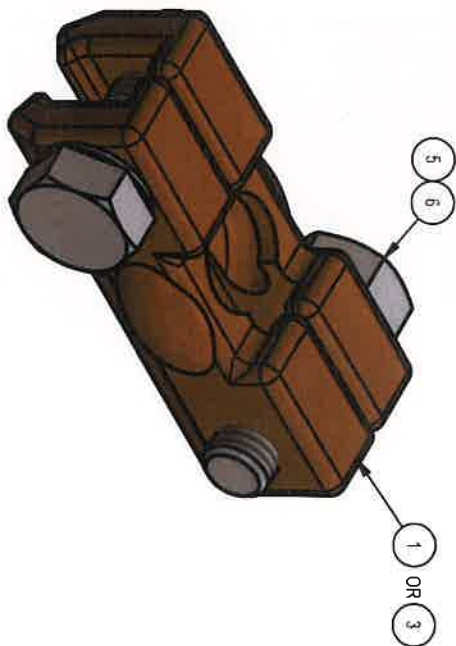
STORES ITEM NO  
54/9298  
DIMENSION: mm  
SCALE: 1:5



DRAWING NO CEE-  
TND-20

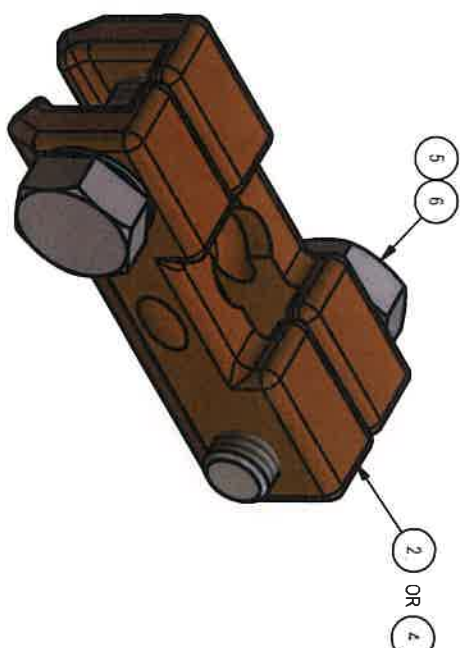
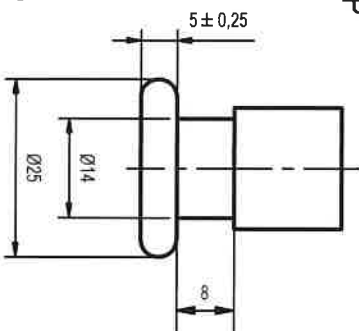
SHEET — OF —

Item 3



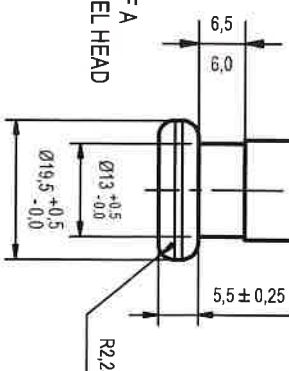
LARGE SWIVEL CLAMP

EXAMPLE OF A  
LARGE SWIVEL HEAD

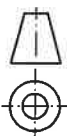


SMALL SWIVEL CLAMP

EXAMPLE OF A  
SMALL SWIVEL HEAD



- NOTES
1. CLAMP MUST BE DESIGNED IN ACCORDANCE WITH SPECIFICATION CEE-0063
  2. ONLY CRITICAL DIMENSIONS ARE PROVIDED IN THE DETAIL SHEETS. MANUFACTURER DETERMINE DETAIL DESIGN.



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm  
TOLERANCE : LN ± - ANG ± -  
MATERIAL : -  
VERSION INFO : DIMENSIONS CHANGED

SCALE : NTS  
ITEM NO. : -

03/03/2021

APPROVED : W. SCHOEMAN

2021-03-03

AUTHORISED : L. O BORCHARD

CONTACT WIRE, SWIVEL CLAMP  
FOR 107mm<sup>2</sup> AND 161mm<sup>2</sup> CONTACT WIRE  
FOR SMALL AND LARGE SWIVEL HEADS

ITEM NO.	DESCRIPTION	QTY	STORES ITEM NO.	DRAWING NO.
6	LOCKING WASHER, STAINLESS STEEL TO SPEC AISI GR 304, INTERNALLY TOOTHED, M10	2 PER CLAMP	-	-
5	MACHINE SCREW, STAINLESS STEEL TO SPEC AISI GR 304, HEX M10	2 PER CLAMP	-	-
4	107mm <sup>2</sup> CONTACT WIRE CLAMP FOR SMALL SWIVEL HEAD.	2	54028619	BBH3656 SHT 4
3	107mm <sup>2</sup> CONTACT WIRE CLAMP FOR LARGE SWIVEL HEAD.	2	54011591	BBH3656 SHT 3
2	161mm <sup>2</sup> CONTACT WIRE CLAMP FOR SMALL SWIVEL HEAD.	2	54033683	BBH3656 SHT 2
1	161mm <sup>2</sup> CONTACT WIRE CLAMP FOR LARGE SWIVEL HEAD.	2	54011643	BBH3656 SHT 1

DO REF : CDO/E0097

ECP REF : -

DRAWN : D HATTINGH

DESIGNED : -

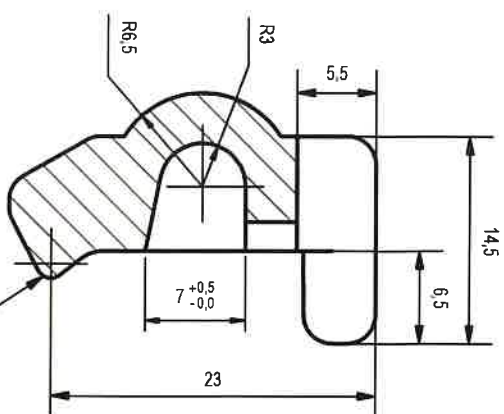
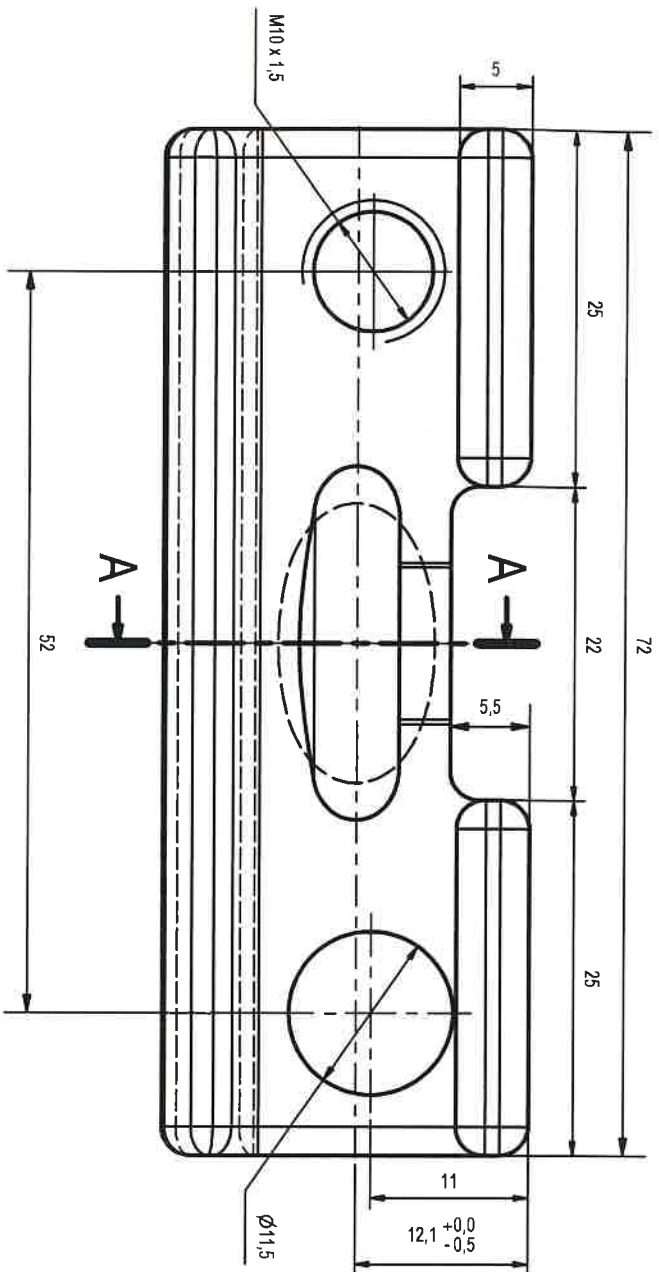
CHECKED : D HATTINGH

**TRANSNET**  
freight rail

BBH3656

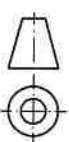
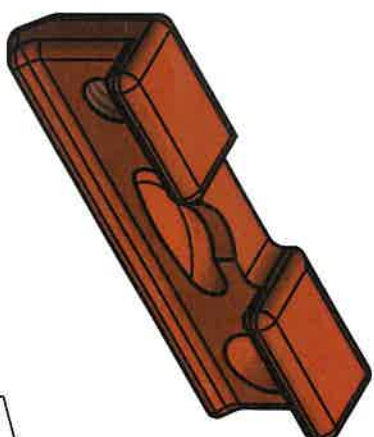
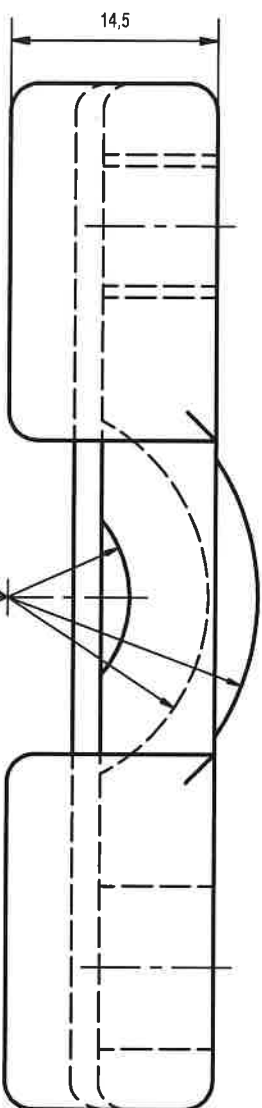
VERSION 3

A4



FOR DETAIL SEE  
DRG NO. CEE-TA-0184

### SECTION A-A



- NOTES**
1. ALL UNSPECIFIED RADIUS 2mm.
  2. THE FOLLOWING PERMANENT MAKINGS MUST APPEAR ON THIS ARTICLE:
- (a) TRANSNET LOGO.
  - (b) MAKER'S IDENTIFICATION.
  - (c) DATED BATCH NUMBER.
  - (d) CONTACT WIRE SIZE.
  - (e) TORQUE VALUE OF 40N.m.

DIMENSIONS	mm	SCALE	2 : 1
TOLERANCE	LN $\pm$ 0,5	ANG $\pm$ 0,5°	ITEM NO. -
MATERIAL	CUNI-SI TO SPEC CEE-0083 ALT STAINLESS		
	STEEL TO SPEC AISI GR 304		

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DRAWN : D. HATTINGH

CHECKED : D. HATTINGH

**CLAMP**  
**161mm<sup>2</sup> Cu CONTACT WIRE FOR**  
**LARGE SWIVEL HEAD**

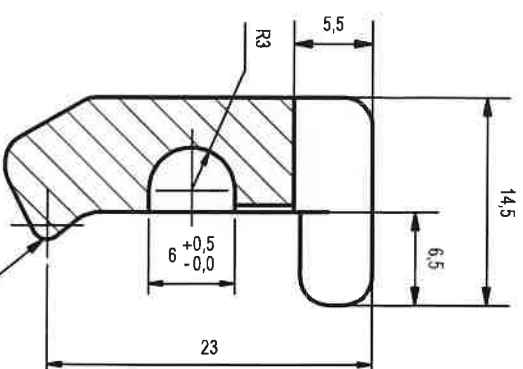


**TRANSNET**  
*freight rail*

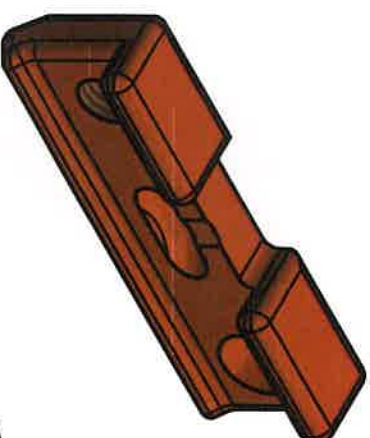
**BBH3656 SHT 1**

VERSION 3

A4



— FOR DETAIL SEE  
DRG NO. CEE-TA-0184



DIMENSIONS	mm	SCALE : 2:1
TOLERANCE	LIN $\pm 0,5$	ANG $\pm 0,5^{\circ}$
MATERIAL	ITEM NO : -	
Cu-Ni-Si TO SPEC CEE-0063 ALT STAINLESS		

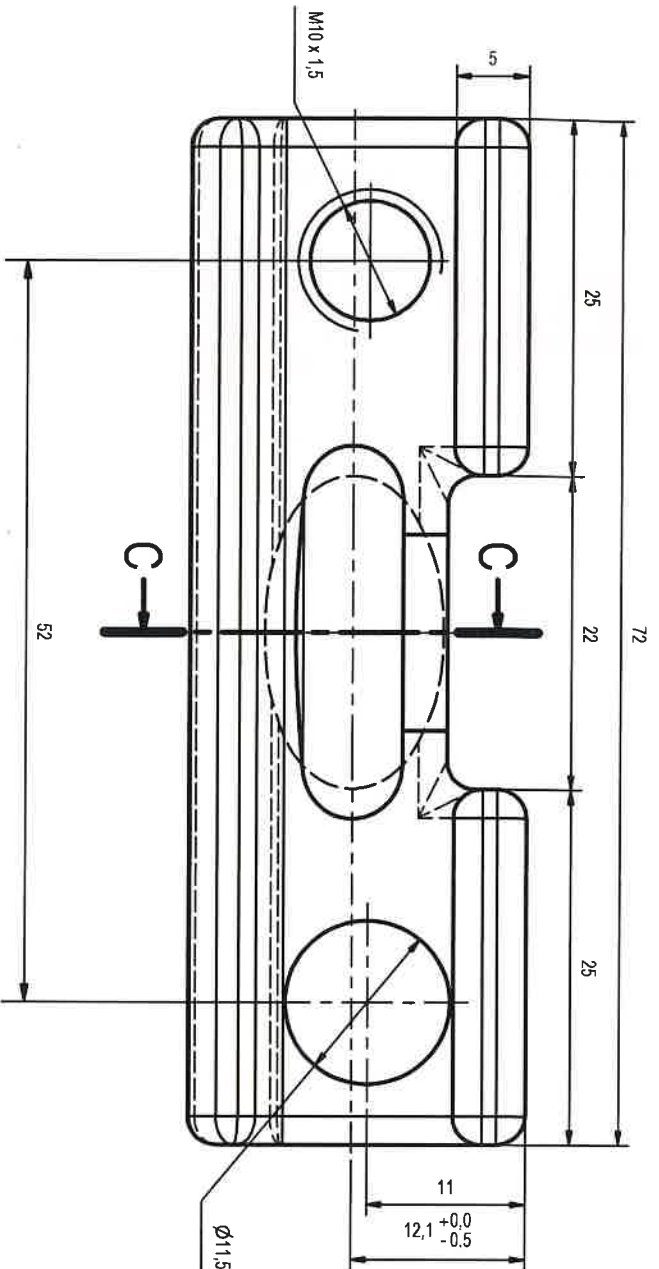
DRAWN : D HATTINGH  
CHECKED : D HATTINGH



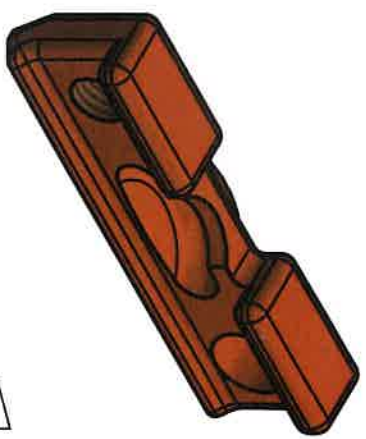
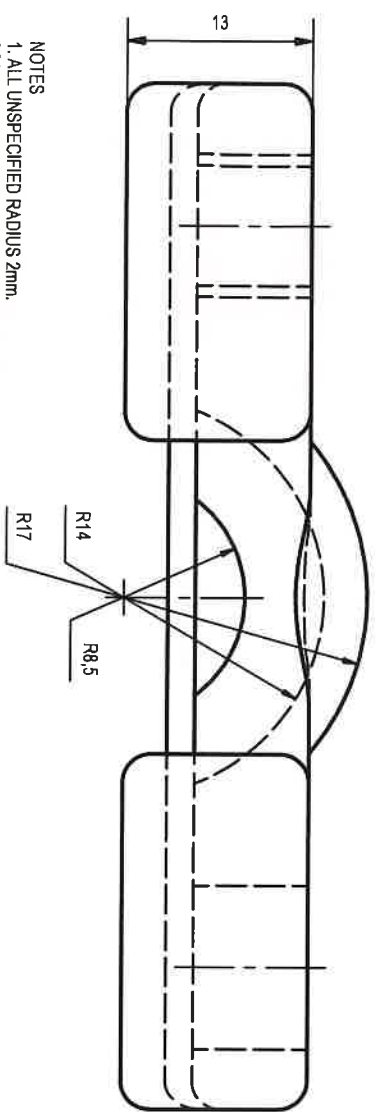
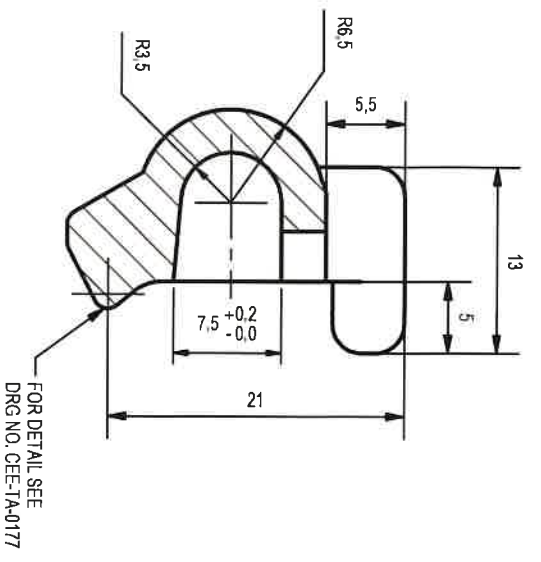
**TRANSNET**

VERSION 3





# SECTION C-C



- NOTES
1. ALL UNSPECIFIED RADIUS 2mm.
  2. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:

- (a) TRANSNET LOGO.
- (b) MAKER'S IDENTIFICATION.
- (c) DATED BATCH NUMBER.
- (d) CONTACT WIRE SIZE.
- (e) TORQUE VALUE OF 40N.m.

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS	mm	SCALE : 2 : 1
TOLERANCE	LIN ± 0.5 ANG ± 0.5° ITEM NO. :-	
MATERIAL	CUMANSI TO SPEC CEE-0063 ALI STAINLESS STEEL TO SPEC AISI GR 304	

DRAWN : D HATTINGH

CHECKED : D HATTINGH

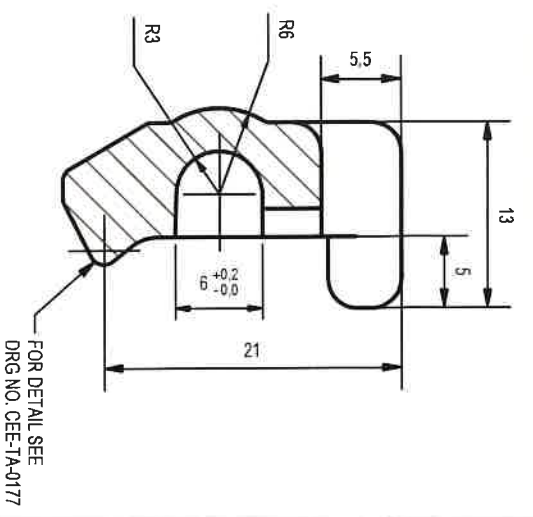
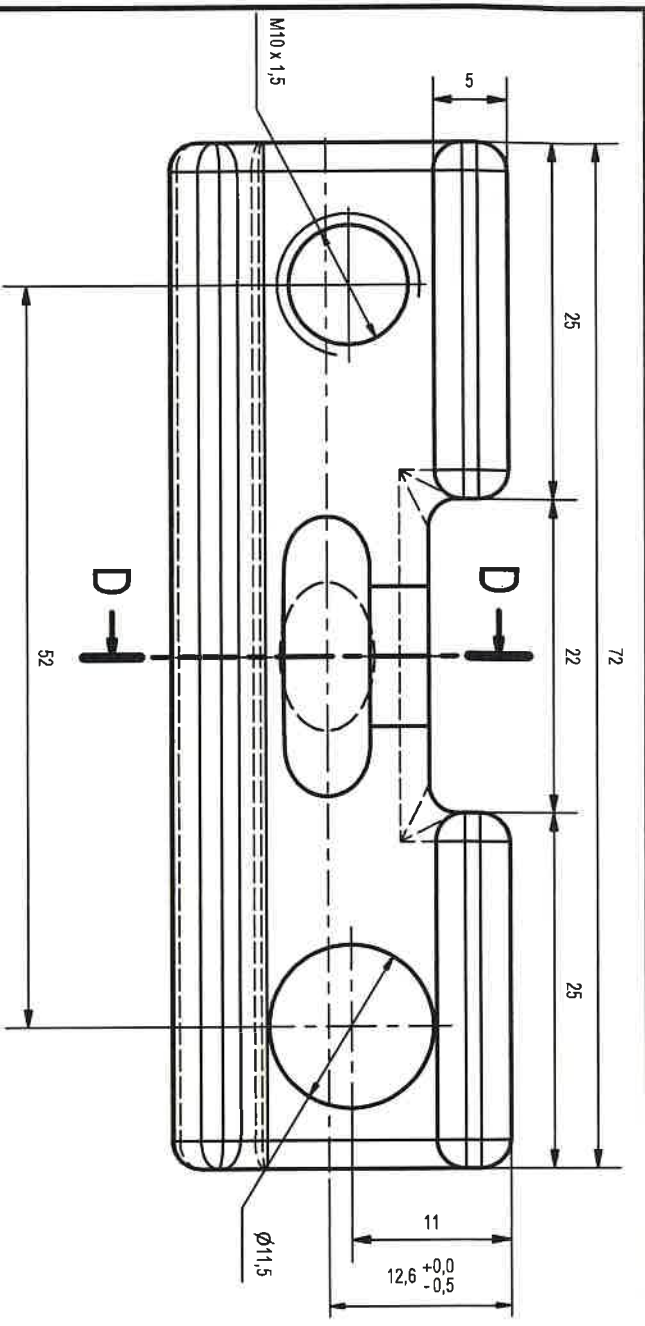
CLAMP  
107mm<sup>2</sup> Cu CONTACT WIRE FOR  
LARGE SWIVEL HEAD



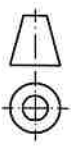
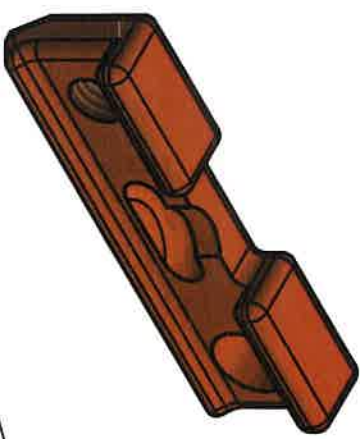
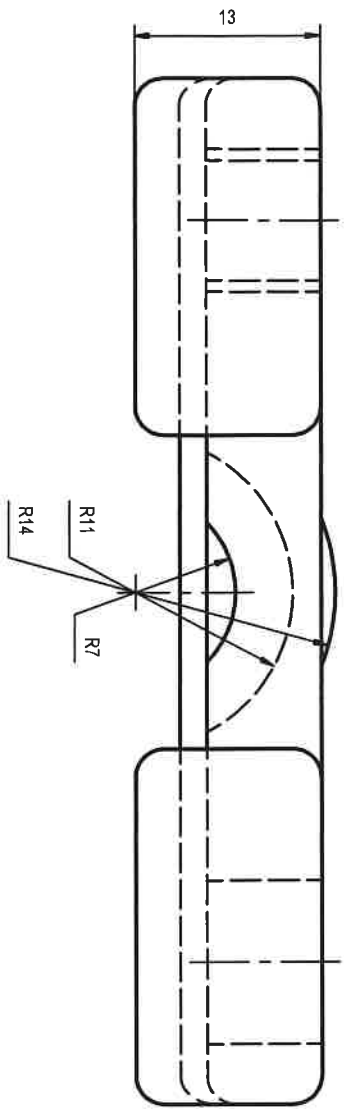
BBH3656 SHT 3

VERSION 3

A4



SECTION D-D



- NOTES
1. ALL UNSPECIFIED RADIUS 2mm.
  2. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
    - (a) TRANSNET LOGO.
    - (b) MAKER'S IDENTIFICATION.
    - (c) DATED BATCH NUMBER.
    - (d) CONTACT WIRE SIZE.
    - (e) TORQUE VALUE OF 40N.m.

DIMENSIONS	mm	SCALE : 2:1
TOLERANCE	LIN $\pm 0.5$ ANG $\pm 0.5^\circ$	ITEM NO.:-
MATERIAL	Cu-Ni-SI TO SPEC CEE-0063 ALT STAINLESS STEEL TO SPEC AISI GR 304	

DRAWN : D HATTINGH CHECKED : D HATTINGH

CLAMP  
107mm<sup>2</sup> Cu CONTACT WIRE FOR  
SMALL BALL SWIVEL HEAD

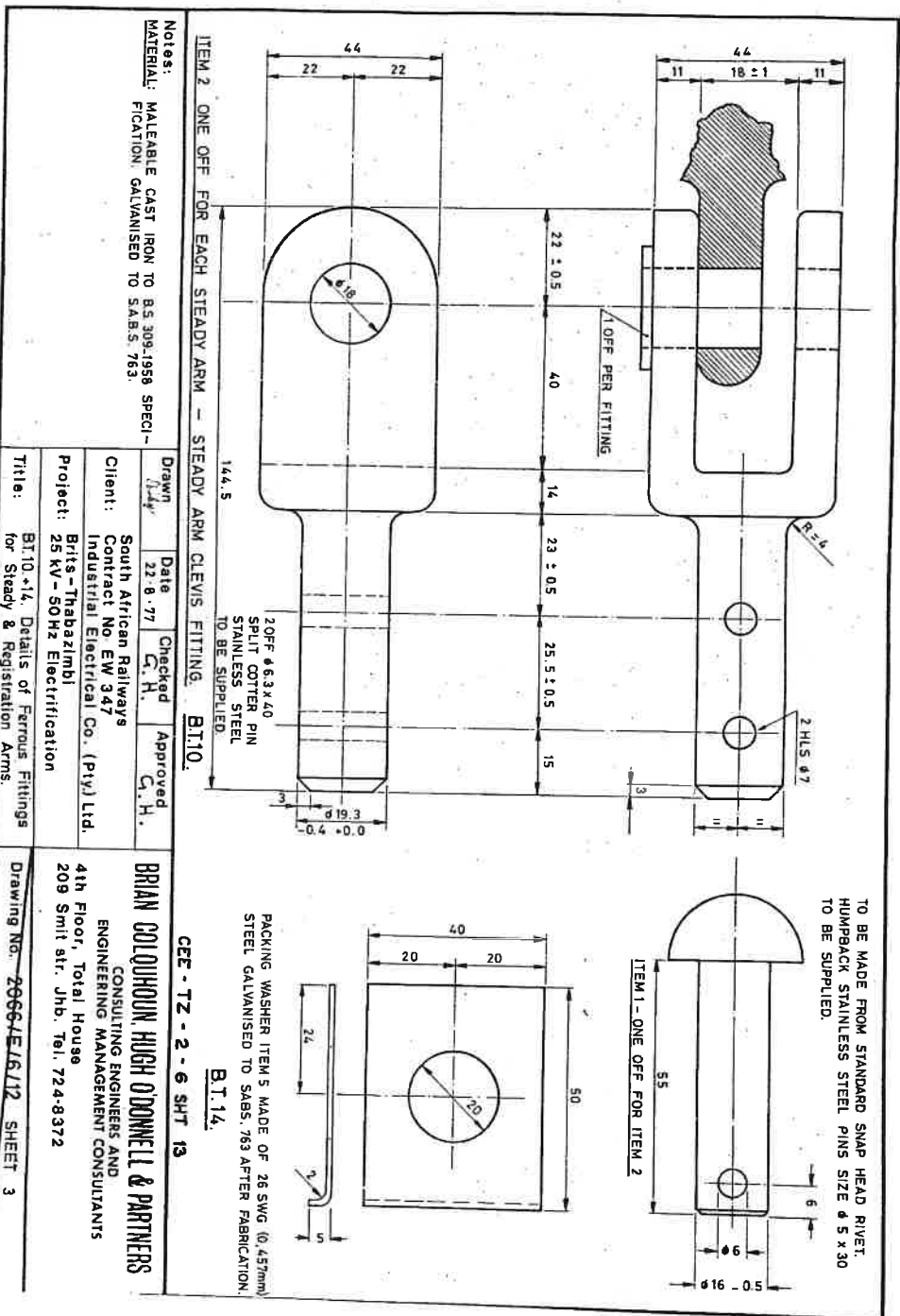
**TRANSNET**  
Freightroll

**BBH3656 SHT 4**

VERSION 3



Item 4



3

4

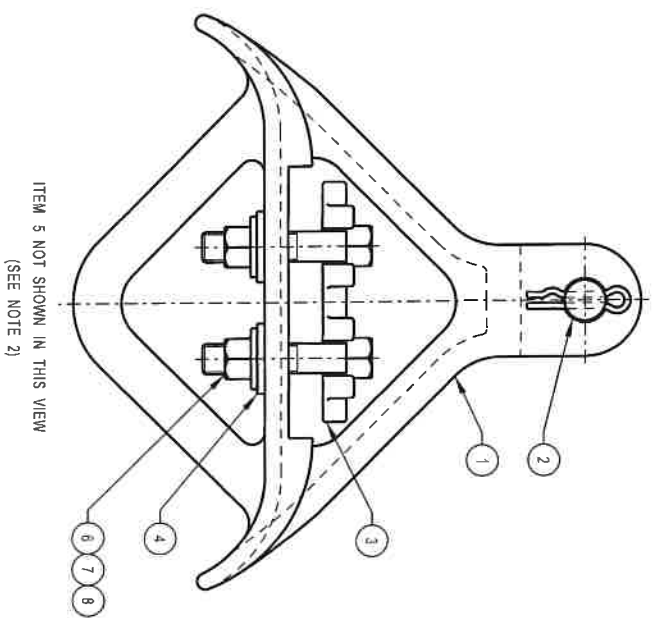
4

4

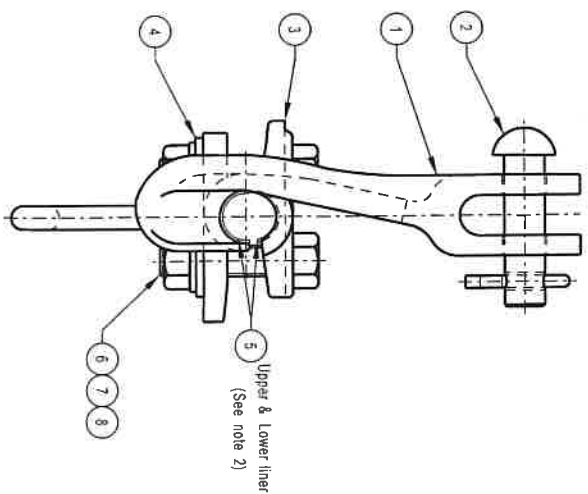
3

3

Plan 5.



ITEM 5 NOT SHOWN IN THIS VIEW  
(SEE NOTE 2)



- NOTES
1. Mechanical strength with vertical load 44.5kN, Slipping load 13.3kN
  2. Use Item 5 when this clamp is used for the 162mm ACSR (Tiger) Catenary.

© COPYRIGHT PROTECTED PREPARED BY CENTRAL DRAWING OFFICE

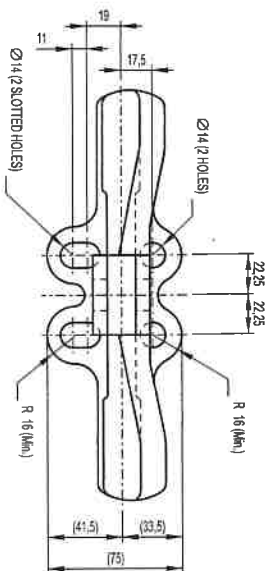
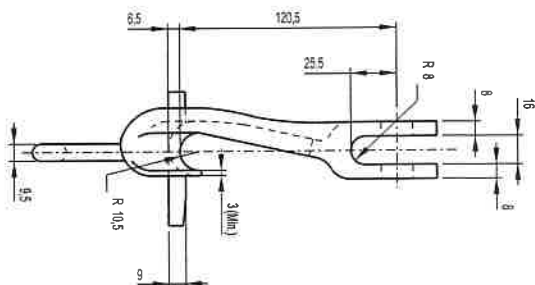
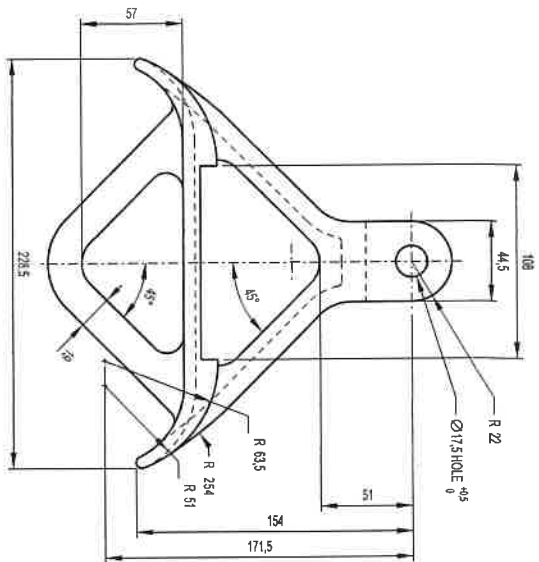
DIMENSIONS : mm  
TOLERANCE : mm  
MATERIAL :  
VERSION INFO : Updated and placed on Transnet frame

APPROVED  
+30/07/2018  
+2018-7-31  
AUTHORISED

ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
8	Hexagon nut, Mild steel, Galvanised, M12	4	-	-
7	Spring lock washer, Single coil, Sq. section, Galvanised, M12	4	-	-
6	Hexagon Bolt, Grade 8.8, Galvanised, M12 x 55 long	4	-	-
5	Upper and Lower liner, 162mm ACSR, Catenary wire (See Note 2)	1	-	CEE TNB-0089
4	Strap	2	54301081	CEE TNB-0072 Sht. 4
3	Saddle	1	54301080	CEE TNB-0072 Sht. 3
2	Clevis pin, Ø16 x 60 long complete with locking pin	1	54004020	CEE TX-0066
1	Clamp body clevis type with tie down facility	1	-	CEE TNB-0073 Sht. 2

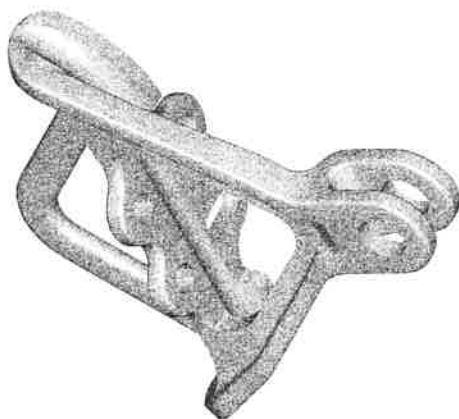
SINGLE SUSPENSION CLAMP  
CLEVIS TYPE WITH TIE DOWN FACILITY

TRANSNET  
freight rail  
CEE TNB-0073 Sht. 1  
VERSION 3



# NOTES

- 1 ALL UNSPECIFIED RADII TO BE R2
- 2 THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
  - a) TRANSNET LOGO
  - b) MANUFACTURERS IDENTIFICATION
  - c) DATED BATCH NUMBER
  - d) CONDUCTOR SIZE
- 3 ITEM TO BE SUPPLIED WITH AN ALUMINIUM LINER
- 4 FINISH: HOT DIP GALVANISED TO SANS 121
- 5 MAX. VERTICAL LOADING = 44.5kN



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm  
 TOLERANCE : LIN  $\pm 0.5$  ANG  $\pm 1^\circ$   
 MATERIAL : SPHEROIDAL GRAPHITE IRON  
 TO SPEC SANS 936 GRADE SG 50  
 VERSION INFO : NOTE ADDED

DO REF : CDD/ 9424  
 ECP REF :  
 DRAWN : D HATTINGH  
 DESIGNED :  
 CHECKED :

2019-08-18

APPROVED S SMIT

2019-08-18

AUTHORISED L O BORCHARD

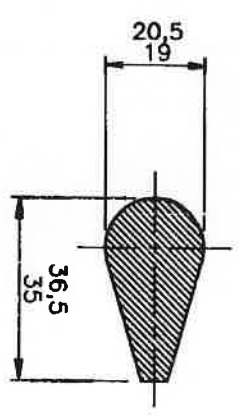
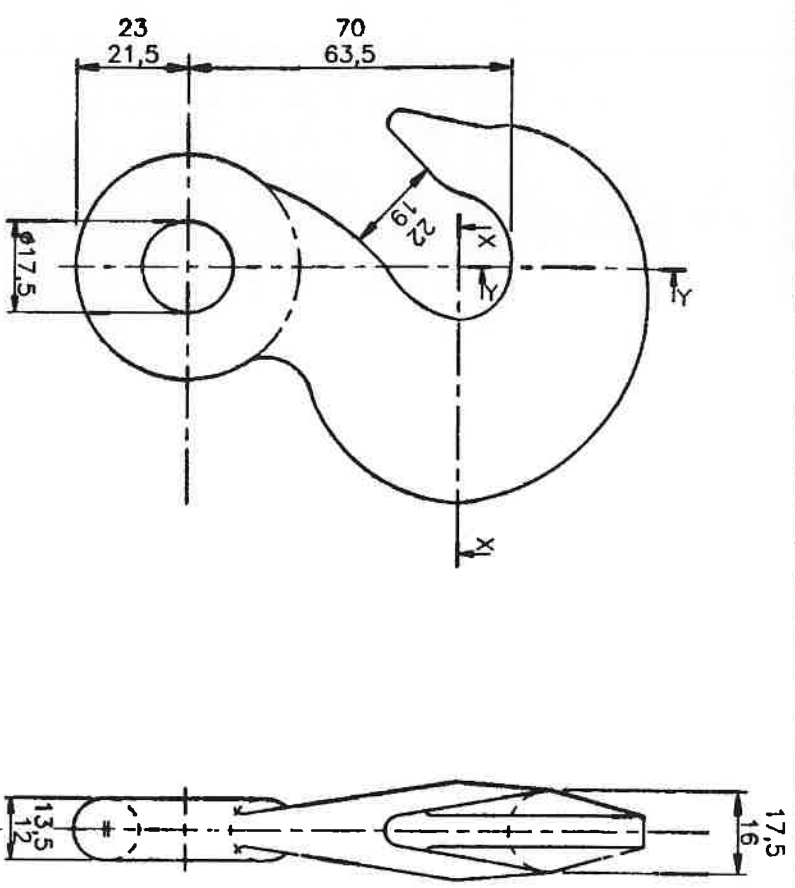
SINGLE SUSPENSION CLAMP BODY  
 CLEVIS TYPE WITH TIE DOWN FACILITY

**TRANSNET**  
 freight rail

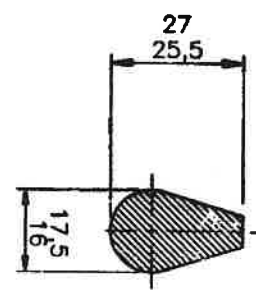
CEE TNB-0073 Sht. 2  
 VERSION 3



Item 6.



SECTION X-X



SECTION Y-Y

NOTES

1. MECHANICAL STRENGTH 44.5KN.
2. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
  - a) SPOORNET
  - b) MAKER'S IDENTIFICATION
  - c) BATCH NUMBER.
3. ZINC COAT TO SPEC SABS 763 FOR CONDITIONS IN SITU.

MATERIAL: ITEM NO. ——— SPHEROIDAL GRAPHITE IRON TO SPEC SABS 936 GRADE SG 50

DO REF: J71/228 GEN TOL: LINF 0.5 ANG± 1°

DRN: C. S. CKD: ——— DATE: 62-06-13

ENG: ——— W PHILLIPS for CHIEF ENG

INFRASTRUCTURE (ELECTRICAL)

**SPOORNET**

TOWER HOOK

AMENDMENTS		
NO	NAME	DATE
1	JVT	95-09-11

REVISED, DRG NO WAS CEE-TN-361.  
DO REF: 195/051

STORES ITEM NO. ———

DIMENSION: mm

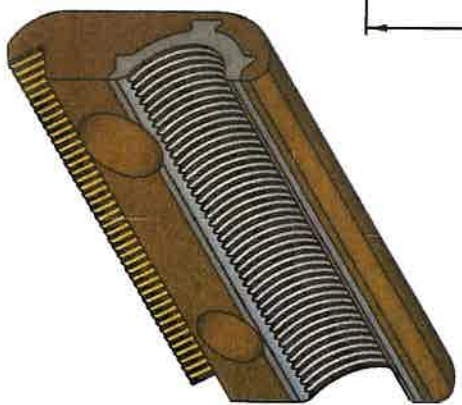
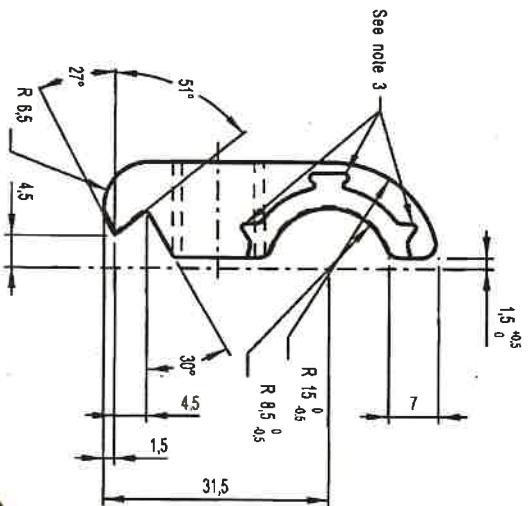
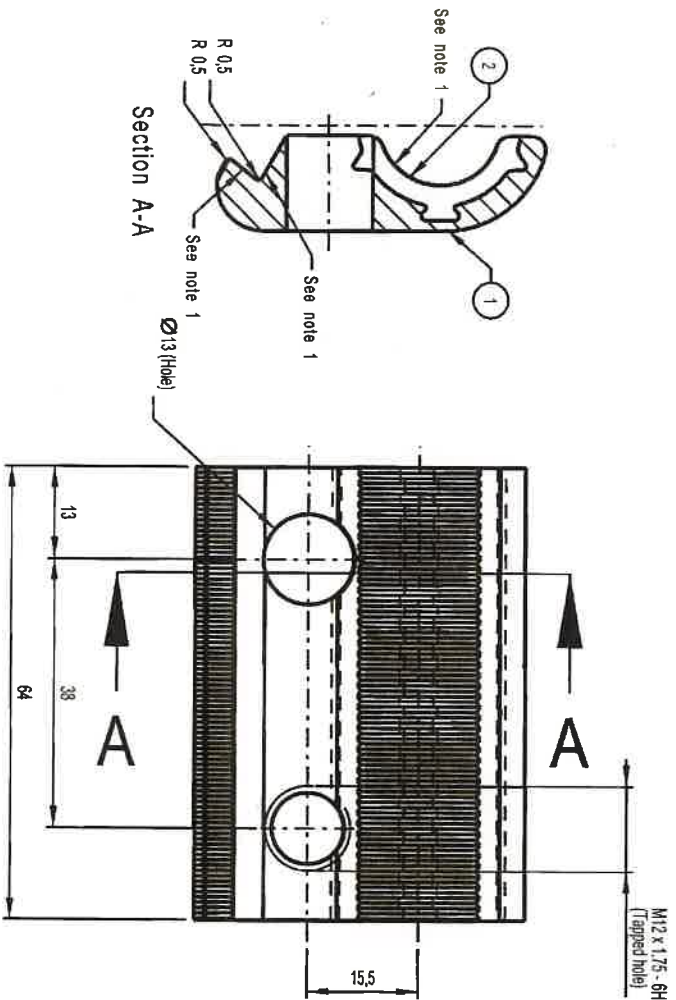
SCALE: 1:1

DRAWING NO CEE-TNB-41

SHEET — OF —

**A3**

Item 7



- Notes:
1. These surfaces to be serrated: 1.5 pitch x 0.3 deep.
  2. All unspecified radii R2.
  3. Slots in Cu-Ni-Si half clamp to prevent forcable removal of Aluminium liner after forging

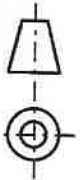
ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
2	Permanently Forged Aluminium Grade 6063 Insert, 3mm thick	1	-	-
1	CU-NI-SI Alloy to Spec. CEE-0063	1	-	-

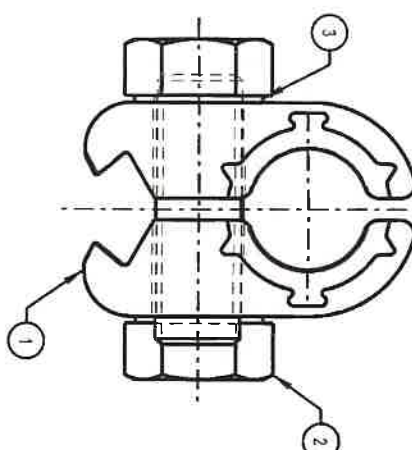
DIMENSIONS : mm  
 TOLERANCE :  $\pm 0.5$  ANG:  $0^{\circ}30'$   
 MATERIAL :  
 VERSION : Notes and slots added  
 INFO :

DRAWN : D. Hattingh CHECKED : D. Hattingh

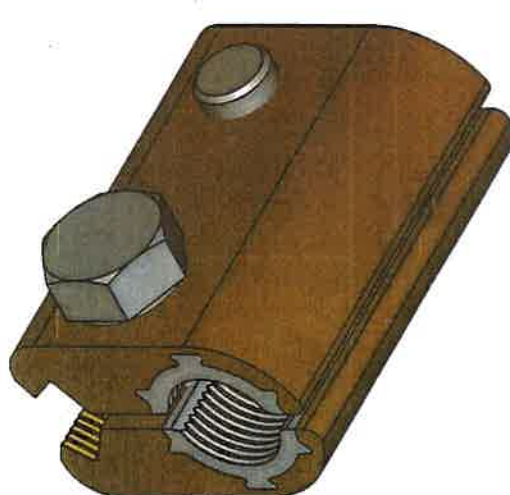
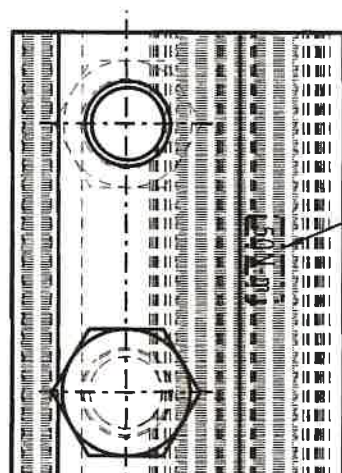
**BI-METAL FEEDER HALF CLAMP FOR**  
**160mm<sup>2</sup> Al. / 161mm<sup>2</sup> Cu.**  
**CONTACT WIRE**

**TRANSNET**  
 freight rail  
**BGG6147**  
 Sht 1  
 VERSION 5





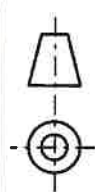
Torque value to be stencilled here  
50N-m



**Note**

1. Bi-metal feeder clamp to specification CEE-0063
2. The following permanent markings must appear on this article.
  - a) Transnet Logo
  - b) Manufacturers identification.
  - c) Dated batch number.
  - d) Wire size
  - e) Torque value.

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE



ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
1	Lock washer, Internally toothed, Stainless steel to Spec. AISI GR 304, M12	2	-	-
2	Machine screw, Stainless steel to spec. AISI GR 304, Hex head, M12 x 35 long	2	-	-
3	Feeder half clamp	2	-	BBG6147 Sht 1

DIMENSIONS : mm  
TOLERANCE : LIN - ANG - ITEM NO: 54000401  
MATERIAL :  
VERSION INFO : Notes and slots added

SCALE : 1 : 1  
+ 14/03/2019

+ 14-3-2019

APPROVED: S Smit

AUTHORISED: L O Borchard

**BI-METAL FEEDER CLAMP FOR**  
**160mm<sup>2</sup> Al / 161mm<sup>2</sup> Cu**  
**CONTACT WIRE**



BBG6147  
VERSION 5

DO REF: CDO/9331

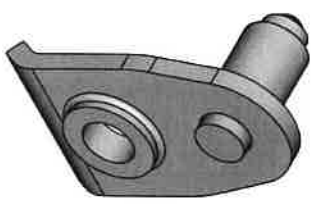
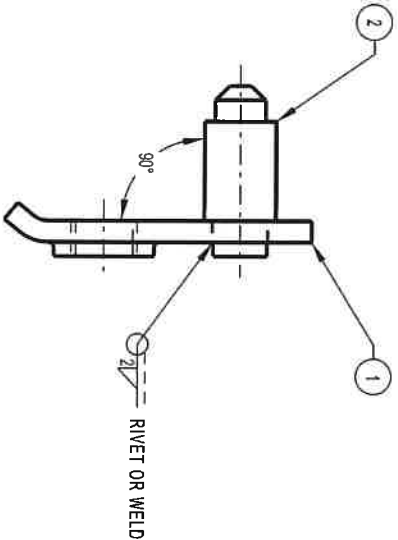
ECP REF: -

DRAWN: D Hallingh

DESIGNED: -

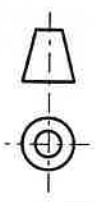
CHECKED: D Hallingh

Item 8



NOTE

1. DRAW THROUGH FOR INCREASED THREAD LENGTH



2	SPACER PIN	1	-	CEE-TND-0022 Sht 1-2
1	HALF DROPPER CLIP WITH THREADS	1	-	CEE-TND-0022 Sht 1-1
ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO

DIMENSIONS : mm  
TOLERANCE :  $\pm 0.1$  ANG  $\pm 1^\circ$   
MATERIAL :  $\phi 10$

SCALE : 1 : 1

HALF DROPPER CLIP WITH THREADS  
AND SPACER PIN ASSEMBLY

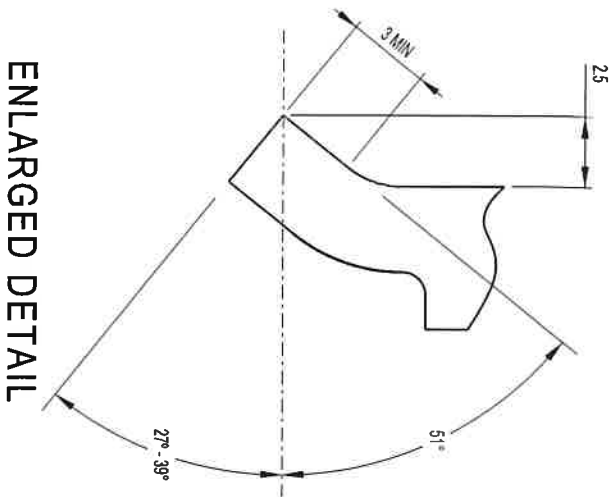


CEE-TND-0022 Sht 1

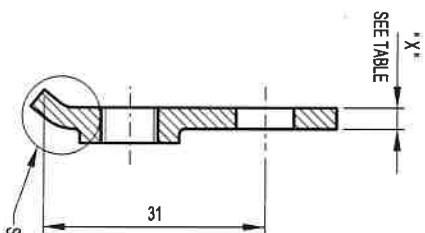
© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DRAWN : S. MAZIBUKO CHECKED : S. Mazibuko

A3



ENLARGED DETAIL



SECTION A-A

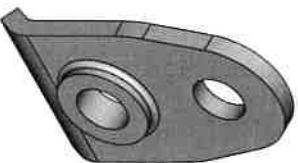
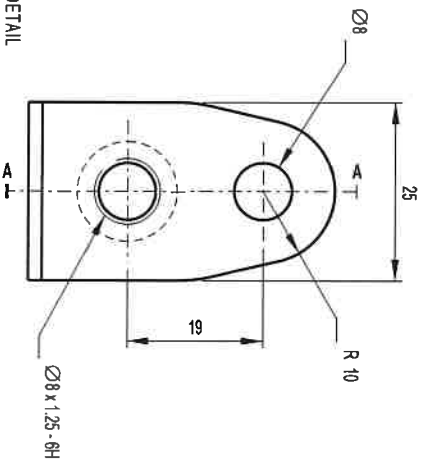
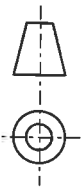


TABLE	
MATERIAL	* X *
STAINLESS STEEL AISI GRADE 304	3
BRASS ( TIN PLATED )	4



DIMENSIONS : mm  
TOLERANCE :  $L \pm 0.5 \text{ ANG} \pm 1^\circ$   
MATERIAL : -

SCALE : 1 : 1

DRAWN : S. MAZIBUKO

CHECKED : S. MAZIBUKO

HALF DROPPER CLIP  
WITH THREADS



CEE-TND-0022 Sht 1-1

VERSION 1

A3



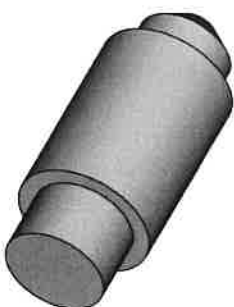
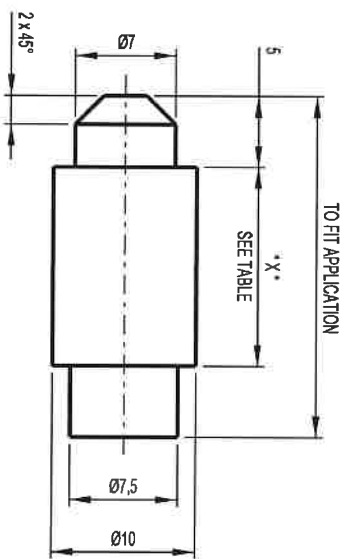


TABLE	
CONTACT WIRE	$\ast X \ast$
161mm <sup>2</sup>	14
107mm <sup>2</sup>	11



DIMENSIONS : mm SCALE : 2 : 1  
 TOLERANCE :  $LN \pm 0.5 \text{ ANG} \pm 1^\circ$   
 MATERIAL : ROUND BAR, STAINLESS STEEL, AISI GRADE 304,  
 $\varnothing 10 \times 24$  LONG.  
 ALTERNATIVELY, USE BRASS

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DRAWN : S. MAZIBUKO CHECKED : S. MAZIBUKO

SPACER PIN  
 DROPPER CLIP FOR CONTACT WIRE

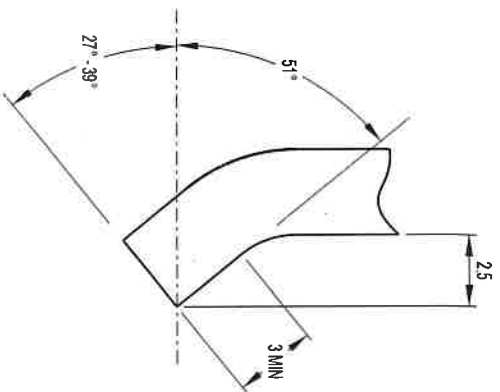


TRANSNET  
 freight rail

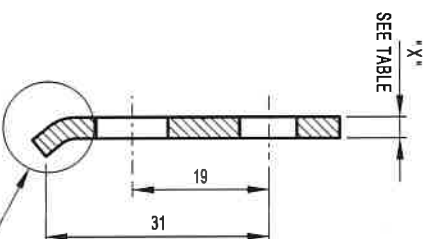
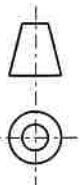
CEE-TND-0022 Sht 1-2

VERSION 1

A4



# ENLARGED DETAIL



SECTION A-A

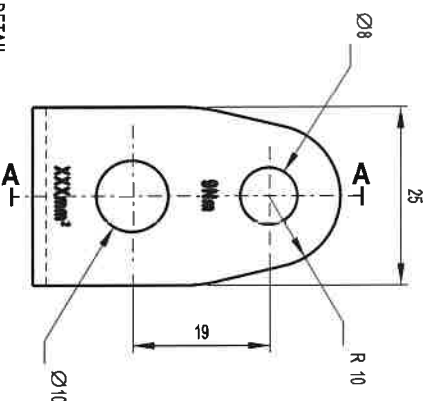
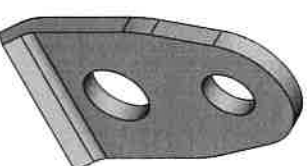


TABLE	
MATERIAL	"X"
STAINLESS STEEL AISI GRADE 304	3
BRASS ( TIN PLATED )	4



DIMENSIONS : mm  
TOLERANCE : LINE 0.5 ANG ± 1°  
MATERIAL : -

SCALE : 1 : 1

DRAWN : S. MAZIBUKO  
CHECKED : S. MAZIBUKO

HALF DROPPER CLIP  
WITHOUT THREADS



CEE-TND-0022 Sht 2

VERSION 1

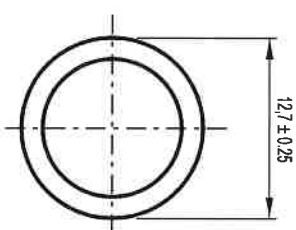
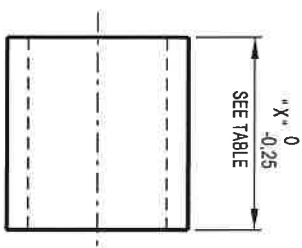
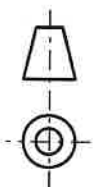


TABLE	
CONTACT WIRE	" X "
161mm <sup>2</sup>	13.5
107mm <sup>2</sup>	10.5

NOTE:

1. THE LENGTH OF THE TUBE MUST NOT INTERFERE WITH THE CLAMPING OF THE DROPPER CLIP.



DIMENSIONS : mm  
TOLERANCE : LIn± - ANG± -  
MATERIAL : STAINLESS STEEL / COPPER TUBE,  
Ø12.7 OD x 1.5mm WALL THICKNESS

SCALE : 2 : 1

STOPPER  
DROPPER CLIP

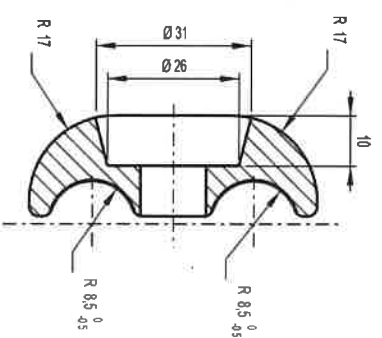


CEE-TND-0022 Sht 3

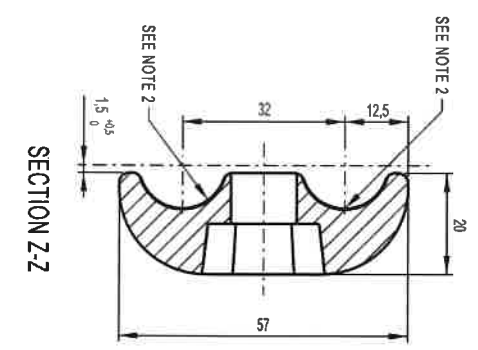
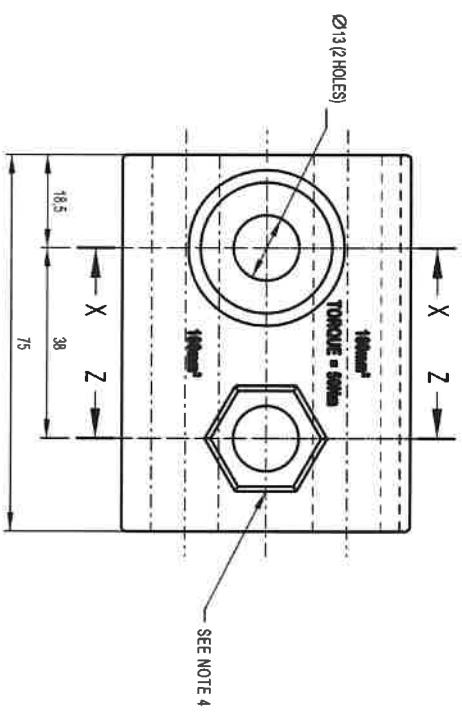
VERSION 2

A4

Plan 9



SECTION X-X

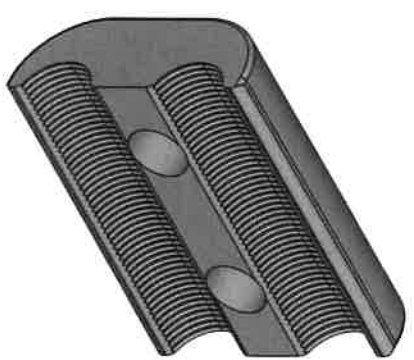


SECTION Z-Z

- NOTES
1. WITH AN AMBIENT TEMPERATURE OF 20°C THE TEMPERATURE IN THE CLAMP SHALL NOT EXCEED 60°C WHEN APPLYING THE CURRENT IN TABLE 1.
  2. CLAMPING SURFACES TO BE SERATED, PITCH 1.5 x 0.3 DEEP.
  3. ALL UNSPECIFIED RADII R2.
  4. RECESS TO SUITE M12 NUT.
  5. FOR ASSEMBLY, SEE DRAWING BBG7987.
  6. ALUMINIUM CLAMP TO SPECIFICATION CEE 0063.
  7. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:

TABLE 1 (SEE NOTE 1)		
CONTINUOUS	1140A	
5 MIN.	1840A	
1 MIN.	3760A	

- a) TRANSNET LOGO.
- b) MANUFACTURERS IDENTIFICATION.
- c) DATED BATCH NUMBER.
- d) WIRE SIZES.
- e) TORQUE = 50Nm



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm  
TOLERANCE : LINE 1 ANG3  
MATERIAL : ALUMINIUM, GRADE 6063 TO SPEC CEE 0063

SCALE : 1:1

DRAWN : D HATTINGH  
CHECKED : D HATTINGH

ALUMINIUM PARALLEL HALF CLAMP  
160mm² TO 160mm² AL.  
TIGER CATENARY



BBG7987 SHT 1  
VERSION 4

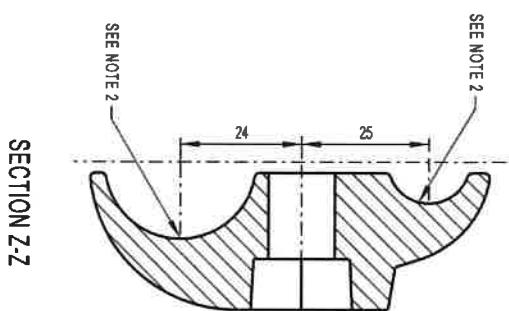
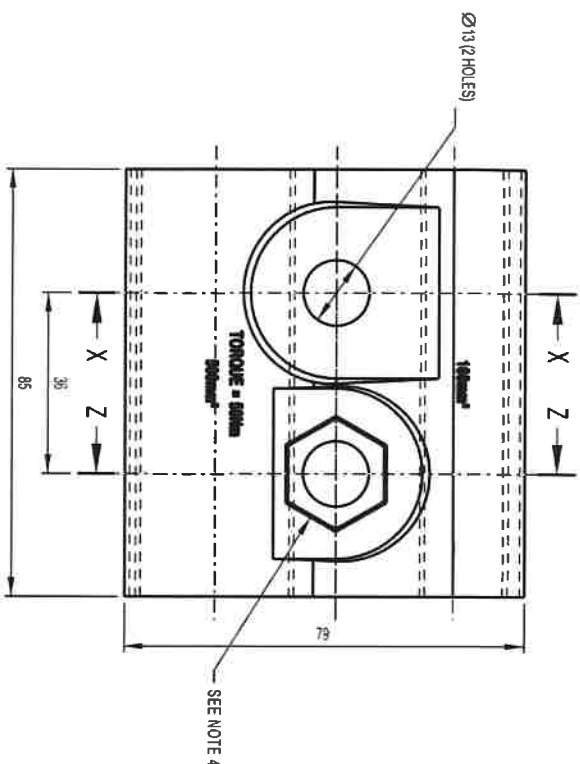
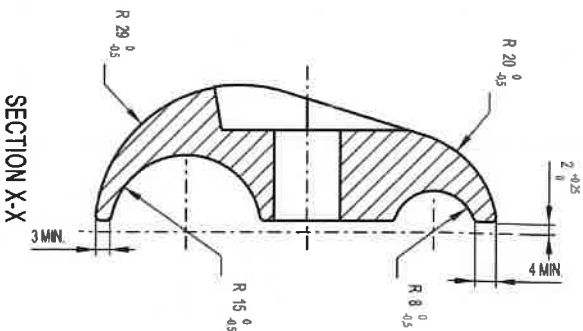
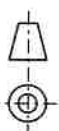
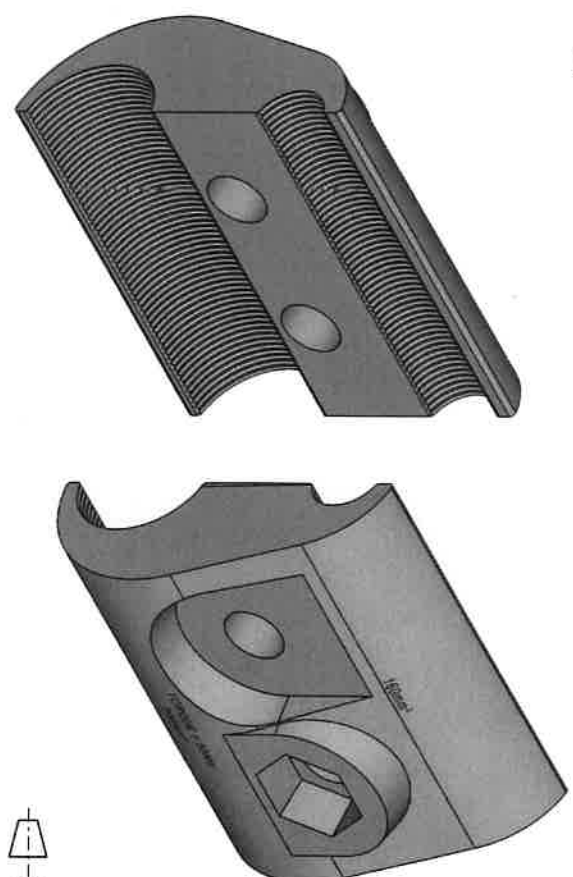


TABLE 1 (SEE NOTE 1)	
CONTINUOUS	1140A
5 MIN.	1840A
1 MIN.	3760A

- NOTES
1. WITH AN AMBIENT TEMPERATURE OF 20°C THE TEMPERATURE IN THE CLAMP SHALL NOT EXCEED 60°C WHEN APPLYING THE CURRENT IN TABLE 1.
  2. CLAMPING SURFACES TO BE SERATED, PITCH 1,5 x 0,3 DEEP.
  3. ALL UNSPECIFIED RADII R2.
  4. RECESS TO SUITE M12 NUT.
  5. FOR ASSEMBLY, SEE DRAWING BBG7987.
  6. ALUMINIUM CLAMP TO SPECIFICATION CEE 0063.
  7. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
    - a) TRANSNET LOGO.
    - b) MANUFACTURERS IDENTIFICATION.
    - c) DATED BATCH NUMBER.
    - d) WIRE SIZES.
    - e) TORQUE = 50Nm



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm SCALE : 1:1

TOLERANCE :  $\pm 1$  ANG. -  
MATERIAL : ALUMINIUM, GRADE 6063 TO SPEC CEE 0063.

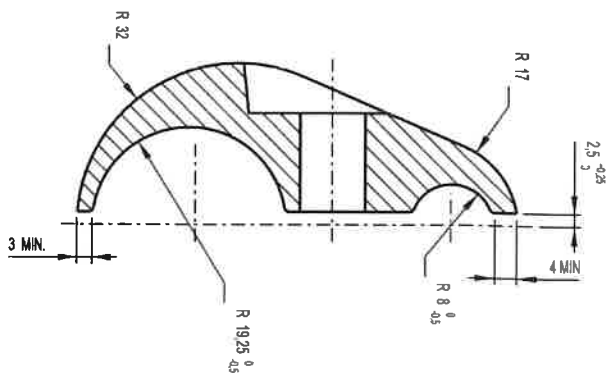
DRAWN : D HATTINGH CHECKED : D HATTINGH

ALUMINIUM PARALLEL HALF CLAMP  
500mm<sup>2</sup> ALUMINIUM TO 160mm<sup>2</sup> ALUMINIUM

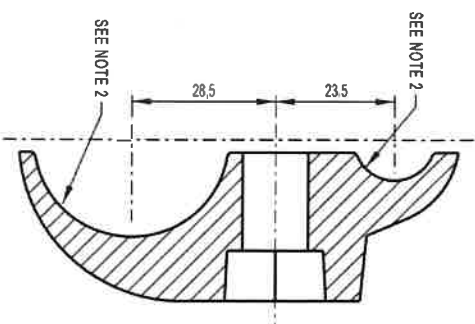
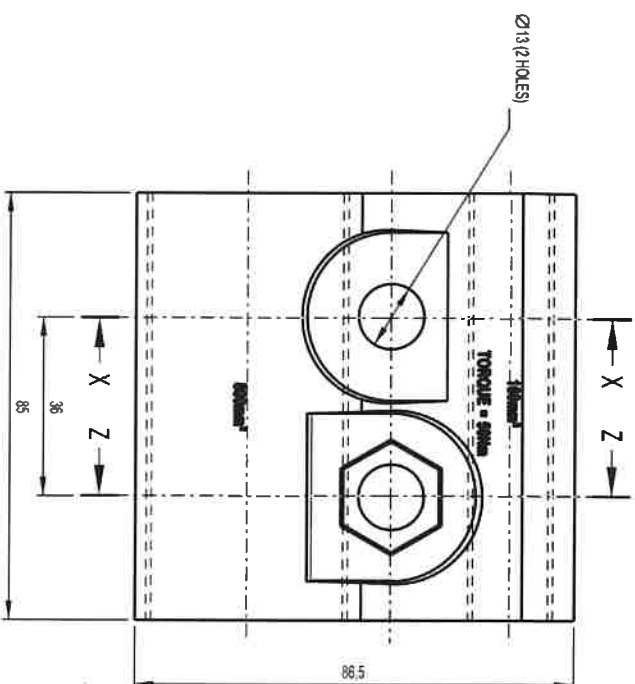
**TRANSNET**  
freight roll

BBG7987 SHT 2  
VERSION 4

A3



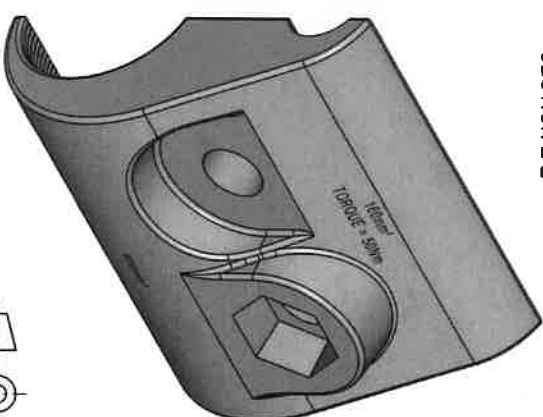
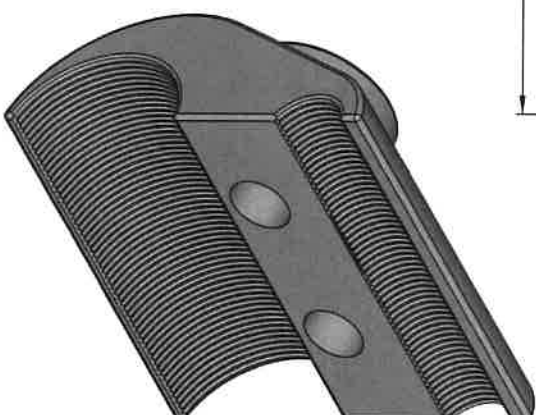
SECTION X-X



SECTION Z-Z

- NOTES**
1. WITH AN AMBIENT TEMPERATURE OF 20°C THE TEMPERATURE IN THE CLAMP SHALL NOT EXCEED 80°C WHEN APPLYING THE CURRENT IN TABLE 1.
  2. CLAMPING SURFACES TO BE SERATED, PITCH 1.5 x 0.3 DEEP.
  3. ALL UNSPECIFIED RADII R2.
  4. RECESS TO SUITE M12 NUT.
  5. FOR ASSEMBLY, SEE DRAWING BBG7987.
  6. ALUMINIUM CLAMP TO SPECIFICATION CEE 0083.
  7. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
    - a) TRANSNET LOGO.
    - b) MANUFACTURERS IDENTIFICATION.
    - c) DATED BATCH NUMBER.
    - d) WIRE SIZES.
    - e) TORQUE = 50Nm

TABLE 1 (SEE NOTE 1)	
CONTINUOUS	1140A
5 MIN.	1840A
1 MIN.	3760A



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm SCALE : 1:1

TOLERANCE : LINE 1 ANG ±

MATERIAL : ALUMINIUM, GRADE 6063 TO SPEC CEE 0083.

DRAWN : D HATTINGH

CHECKED : D HATTINGH

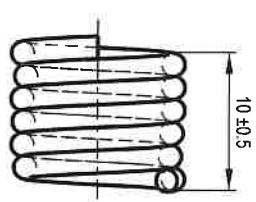
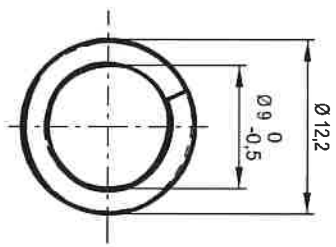
ALUMINIUM PARALLEL HALF CLAMP  
800mm² Al FEEDER TO 160mm² Al.

**TRANSNET**  
freight rail

BBG7987 SHT 3

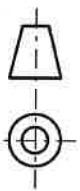
VERSION 4 A3

Item 10



NOTE

1. THE SPRING MUST HAVE A MINIMUM OF 6.5 TURNS.



DIMENSIONS: mm  
TOLERANCE: LIN± ANG±  
MATERIAL : STAINLESS STEEL WIRE,  
ANSI GRADE 304, Ø1.6

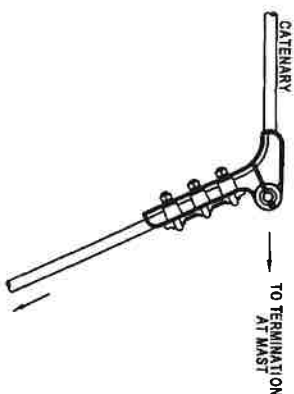
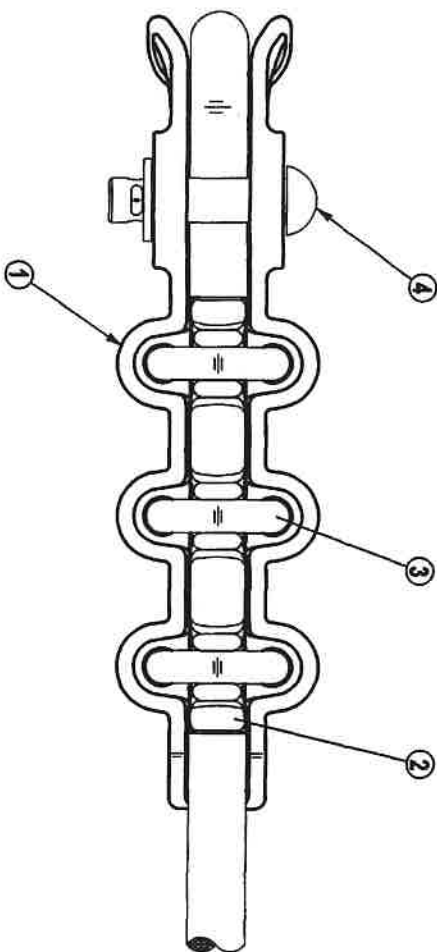
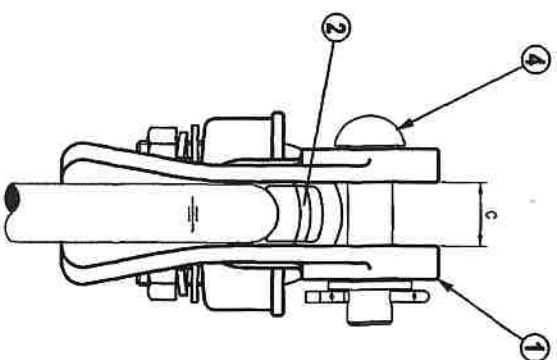
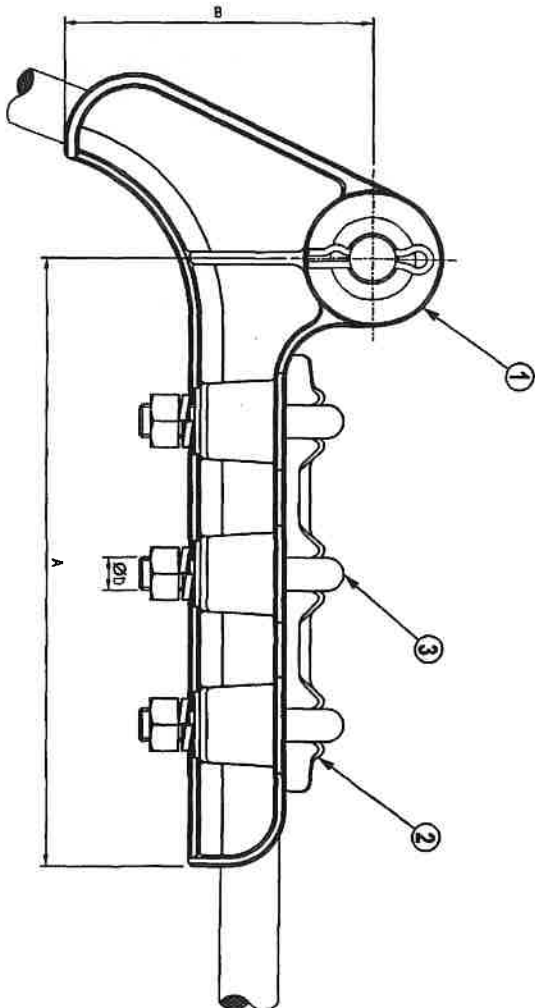
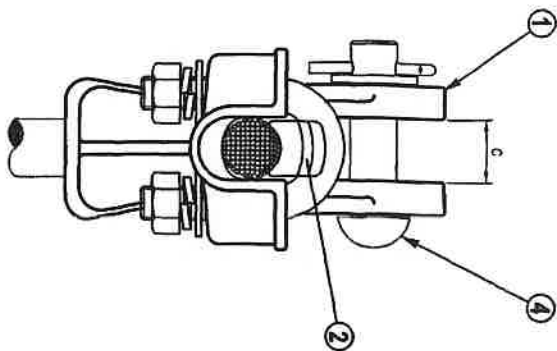
SCALE: 2 : 1

SPRING, DROPPER SECURING



TRANSNET  
freight rail

CEE-TX-0079 Sht 1



INSTALLATION POSITION

NOTES:  
1. IDENTIFICATION: BODY AND SADDLE MUST BE PERMANENTLY MARKED WITH  
2. THESE ARTICLES MUST BE MANUFACTURED UNDER THE MARK OF THE SABS.

TABLE									
CAT. NO.	NO. OF U-BOLTS	CONDUCTOR DIA. (mm)		A	B	C	D	ULTIMATE STRENGTH (kg)	
		FROM	TO	mm	mm	mm	mm		
AT-50	2	6.75	16	145	105	18	12	3000	
AT-62	4	14	21	220	120	22	12	7000	

© COPYRIGHT PROTECTED

DIMENSIONS : mm

TOLERANCE : LMS - ANG -

MATERIAL : ALUMINIUM

VERSION INFO : INSTALLATION POSITION ADDED AND 'PROTOTYPE' REMOVED.

SCALE : 1:2

ITEM NO. : -

DO REF : C00/1945

ECR REF : 2002-039

DATE: 25/11/2002

APPROVED

AUTHORISED

CHECKED : JD van Dyk

ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
1	CLEVIS PIN, #18 COMPLETE WITH WASHER & SPLIT PIN	1		
2	U-BOLTS, M12 COMPLETE WITH NUTS & WASHERS	1		
3	SADDLE	1		
4	BODY	1		

CENTRAL DRAWING OFFICE

STRAIN CLAMP (PISTOL GRIP) ASSEMBLY,

ACSR CONDUCTORS.

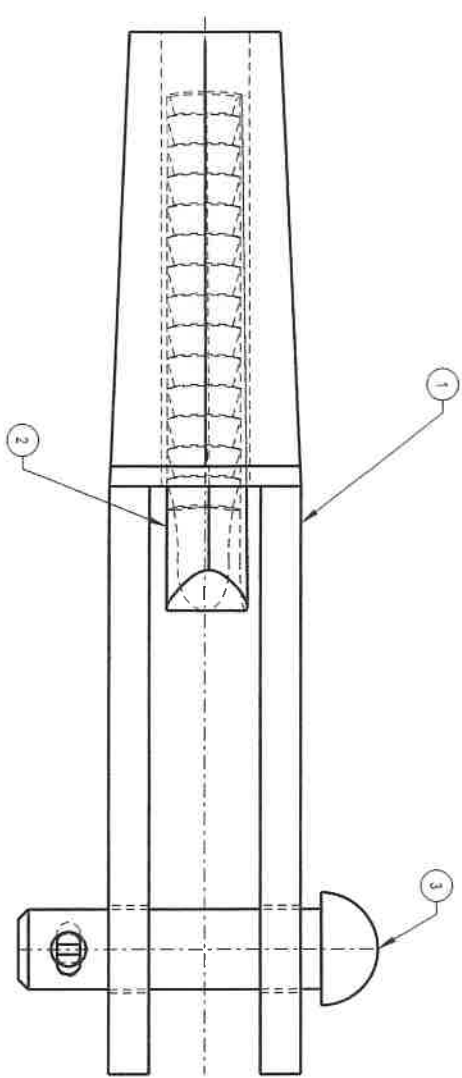
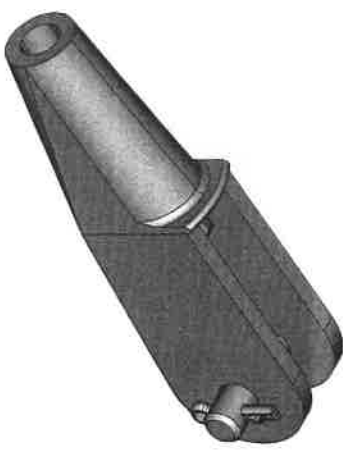
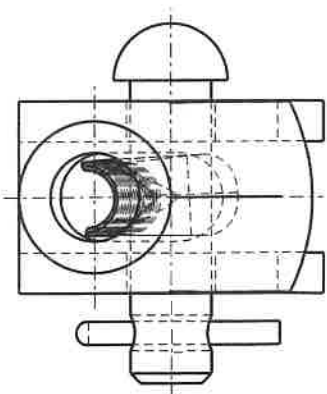
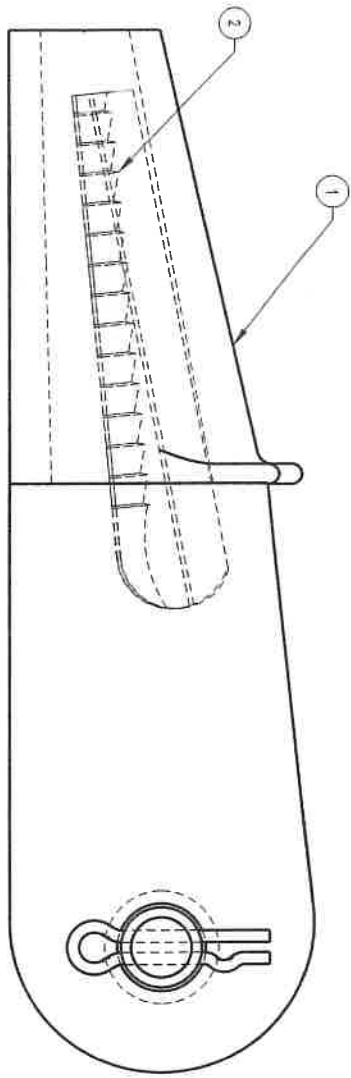
SPOORNET

BBB1790

VERSION 2



Item 12



NOTES  
1 MINIMUM ULTIMATE TENSILE = 80KN  
2 TEST SAMPLES OF EACH BATCH SHALL BE ROUTINE  
TESTED IN TENSION WITH A STEEL BAR TO 62KN

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm  
TOLERANCE : mm  
MATERIAL : LINT  
VERSION INFO : REDRAW AND UPDATE

SCALE : 1 : 1

ITEM NO : 54004978

APPROVED S. SMIT

AUTHORISED L. BORCHARD



ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
3	CLEVIS PIN Ø16 x 60 LONG COMPLETE WITH LOCKING SPLIT PIN	1	54004020	CEE-TX-0066
2	CONE BODY	1		CEE-TNB-0036 SH 2
1	WEDGE	1		CEE-TNB-0036 SH 1

WIRE ENDING CONE ASSEMBLY  
107mm<sup>2</sup> / 161mm<sup>2</sup> CU CONTACT WIRE

TRANSNET  
freightrail

CEE-TNB-0036  
VERSION 2

DO REF: CDD 9132

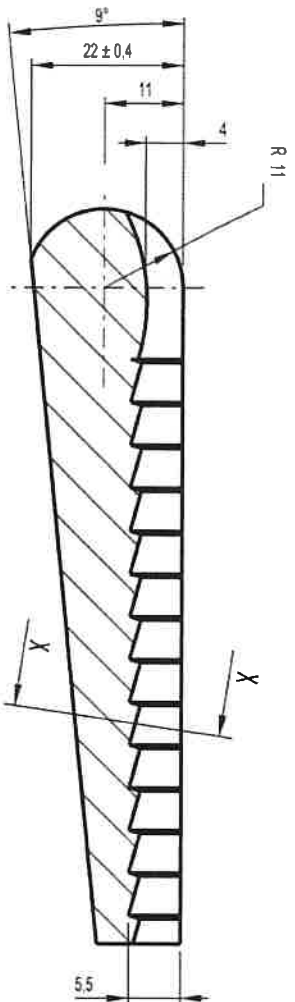
EDT REF: \*

DRAWN: MP SAKO

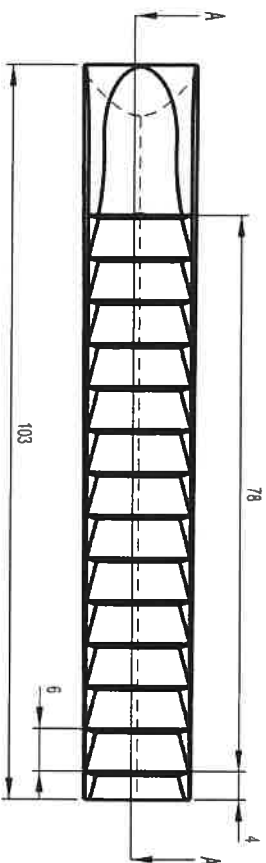
DESIGNED: \*

CHECKED: D HATTINGH

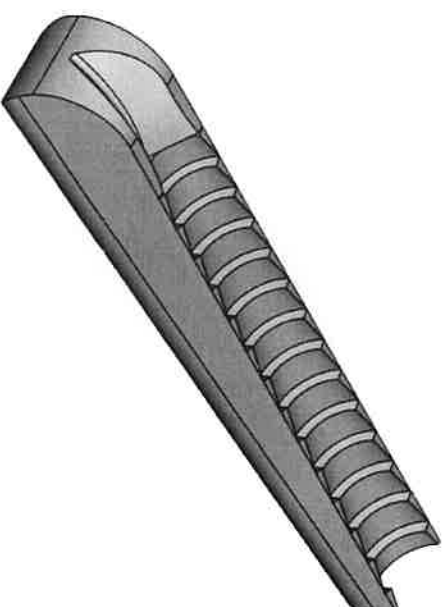
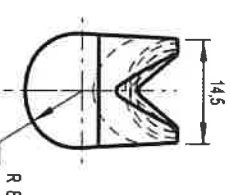
A3



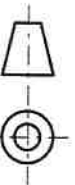
SECTION A - A



SECTION X - X



- NOTES
1. THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
  2. FINISH: HOT DIP GALVANISED TO SANS 121



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm	SCALE : 1 : 1
TOLERANCE : LIN: 1	ANG: 0.5°
MATERIAL : SPHEROIDAL GRAPHITE IRON TO SANS 936	
GRADE SG 50	
DRAWN : MP SAKO	CHECKED : D HATTINGH

WEDGE  
107mm<sup>2</sup> / 161mm<sup>2</sup> Cu CONTACT  
WIRE ENDING CONE

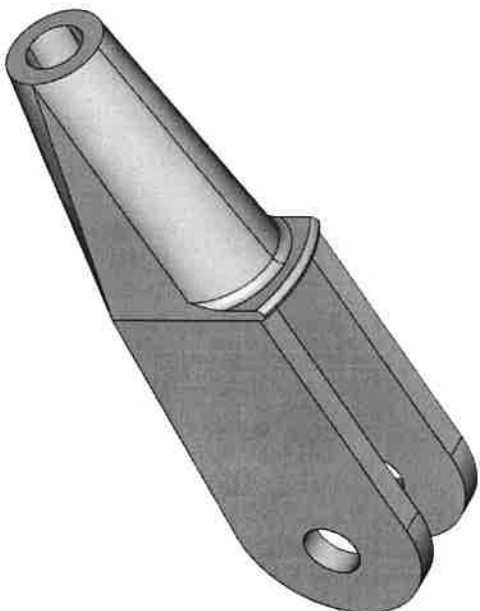
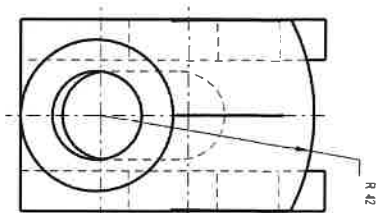


freight rail

CEE-TNB-0036 Sht 1

VERSION 2

A4

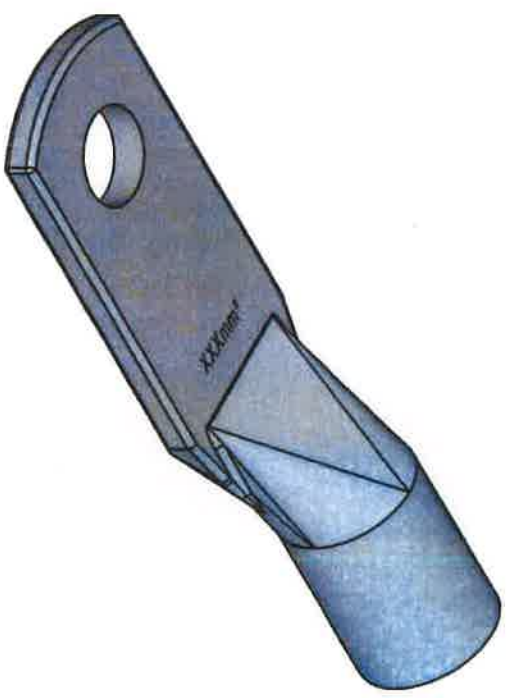


A3

Item 13



FOR TINNED COPPER LUGS  
SEE CEE-TU-0136 SHT. 1



FOR ALUMINIUM LUGS  
SEE CEE-TU-0136 SHT. 2

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

DIMENSIONS : mm  
TOLERANCE :  $\pm 0.5$  ANG  $\pm 1^\circ$  ITEM NO :  
MATERIAL :  
VERSION INFO : ITEM NUMBERS ADDED ON SHEET 2.

+ 2019-2-18

APPROVED: S SMT

+ 2019-7-18

AUTHORISED: L O BORCHARD

TERMINAL LUG  
FOR BONDING CABLE



CEE-TU-0136

VERSION 9



DO REF: CDO/9403

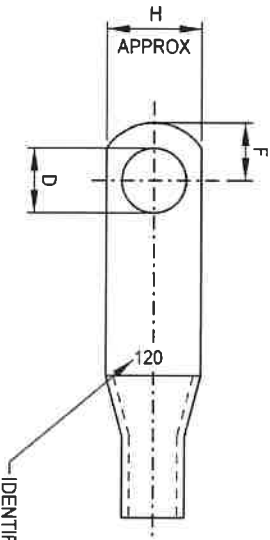
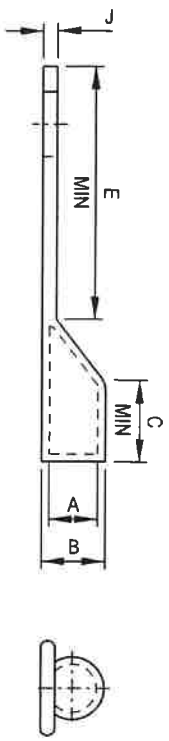
ECP REF: -

DRAWN: D HATTINGH

DESIGNED: -

CHECKED: D HATTINGH

A4



TOLERANCES		
DIM	SIZES UP TO 7mm	0 -0,15
A	SIZES OVER 7mm	0 -0,2
DIM	SIZES UP TO 10mm	+0,15 0
B	SIZES OVER 10mm	+0,2 0
DIM	SIZES UP TO 9mm	+0,3
D	SIZES OVER 9mm	0 -0,5
DIM	SIZES UP TO 8mm	+0,5
F	SIZES OVER 8mm	±1,0
DIM	SIZES UP TO 5mm	±0,25
J	SIZES OVER 5mm	±0,5

STORES ITEM NO	NORMAL LUG SIZE mm²	STUD Ø	DIMENSIONS								IDENTIFICATION
			A	B	C	D	E	F	H	J	
54017082	50	14,5	9,56	12,45	16,2	14,5	50,0	11,0	18,9	2,8	50
54017094	70	14,5	11,28	14,71	18,1	14,5	50,0	11,0	24,0	3,1	70
54017109	95	14,5	13,5	17,15	20,3	14,5	52,5	13,5	24,2	4,0	95
54022835	100	14,5	13,8	17,7	20,3	14,5	52,5	13,5	24,2	4,0	100
54017110	120	14,5	14,72	19,22	22,6	14,5	52,5	13,5	27,0	4,45	120
54017122	150	14,5	16,42	21,46	25,3	14,5	56,5	17,5	31,0	5,10	150
54004081	160	14,5	17,0	22,0	28,0	14,5	60,0	17,5	31,0	5,10	160

- NOTES
- 1 THE FOLLOWING PERMANENT MARKINGS MUST APPEAR ON THIS ARTICLE:
    - a) MANUFACTURERS IDENTIFICATION
    - b) CABLE SIZE
  - 2 LUG TO BE CRIMPED WITH DIES SHOWN ON DRG NO CEE-PP-0015
  - 3 WHEN LUG IS FORMED, MATERIAL MUST NOT BE FRACTURED
  - 4 LUG TO BE THOROUGHLY ELECTRO-TINNED INTERNALLY AND EXTERNALLY

© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

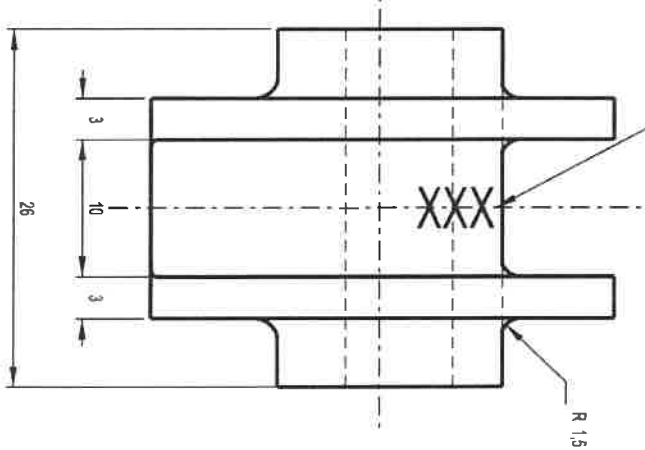
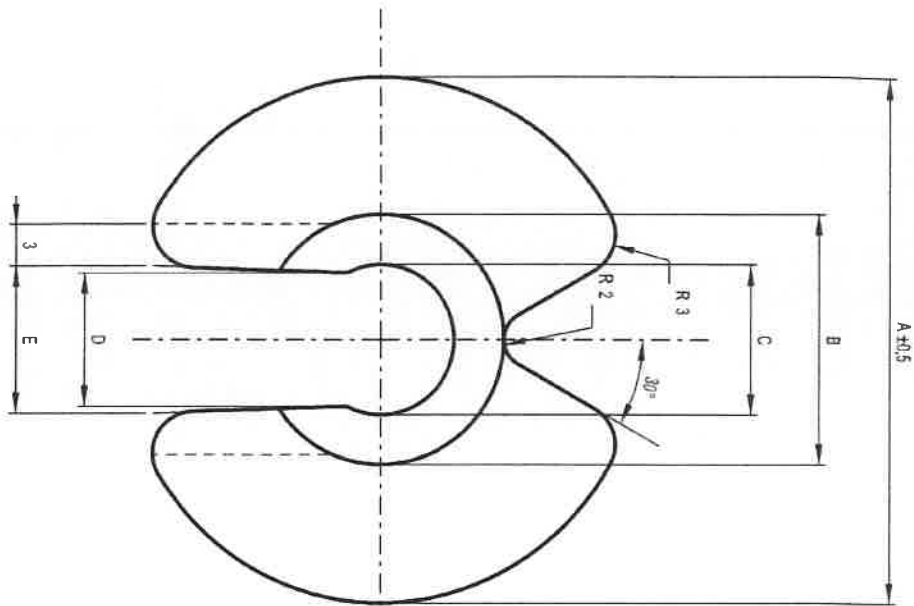
DIMENSIONS : mm SCALE : NTS  
 TOLERANCE : LINE : ANG :  
 MATERIAL : COPPER TO SPECIFICATION SANS 460, FULLY ANNEALED.

DRAWN : D HATTINGH CHECKED : D HATTINGH

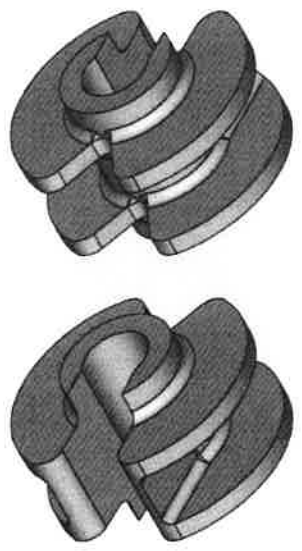
### TINNED COPPER TERMINAL LUG FOR BONDING CABLES



Item 14

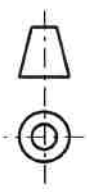


CATEGORY	ACSR CODE NAME	A	B	C	D	E	ITEM NO.
80mm <sup>2</sup>		Ø38	Ø18	Ø10,8	9,6	10,5 ±1	54006940
100mm <sup>2</sup>	SKUNK	Ø40,8	Ø20,8	Ø12,8	11,4	12,5 ±1	54016961
148mm <sup>2</sup>	LEOPARD	Ø44,5	Ø24,5	Ø15,5	13,9	15,3 ±1	-
160mm <sup>2</sup>	TIGER	Ø46,7	Ø26,7	Ø16,2	14,4	16 ±1	54016936
250mm <sup>2</sup>		Ø54	Ø33,9	Ø20,5	18,2	20,0 ±1,5	54016948
530mm <sup>2</sup>	DEER	Ø68	Ø48,1	Ø29,4	26	28,5 ±1,5	54031701



NOTE

1. APPLICABLE CONDUCTOR SIZE \* XXXmm<sup>2</sup> TO BE CAST OR PUNCHED IN POSITION SHOWN. (3mm CHARACTER HEIGHT)
2. A MANUFACTURERS IDENTIFICATION MARK MUST BE CAST OR PUNCHED ON THE CLIP.



© COPYRIGHT PROTECTED. PREPARED BY CENTRAL DRAWING OFFICE

<p><b>DIMENSIONS</b> : mm</p> <p><b>TOLERANCE</b> : LINE ±0,2 ANG ±0,5° ITEM NO. :-</p> <p><b>MATERIAL</b> : NYLON 66 PIGMENT: BLACK</p> <p><b>VERSION INFO</b> : 148mm<sup>2</sup> CATENARY ADDED</p>	<p><b>SCALE</b> : 2:1</p> <p><b>DATE</b> : 28/5/2020</p> <p><b>APPROVED</b> : S. Sait</p>	<p><b>DATE</b> : 28/5/2020</p> <p><b>AUTHORISED</b> : S. Sait</p>	<p><b>CATENARY DROPPER CLIP</b></p> <p><b>CLIP-ON TYPE</b></p> <p>80mm<sup>2</sup>, 100mm<sup>2</sup>, 148mm<sup>2</sup>, 160mm<sup>2</sup>, 250mm<sup>2</sup> AND 530mm<sup>2</sup> CATENARIES</p>	<p><b>TRANSNET</b> freight rail</p> <p><b>CEE-TND-0005</b> VERSION 7</p>
--	---	---	---	--

DO REF: CDO/ 9639 ECP REF: DRAWN: S. MAZIBUKO DESIGNED: CHECKED: S. MAZIBUKO

## **GENERAL BID CONDITIONS**

**[October 2021]**

## TABLE OF CONTENTS

1	DEFINITIONS .....	3
2	GENERAL .....	3
3	SUBMITTING OF BID DOCUMENTS.....	3
4	USE OF BID FORMS .....	3
5	BID FEES .....	4
6	VALIDITY PERIOD.....	4
7	SITE VISITS / BRIEFING SESSIONS .....	4
8	CLARIFICATION BEFORE THE CLOSING DATE .....	4
9	COMMUNICATION AFTER THE CLOSING DATE .....	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS .....	4
12	DEFAULTS BY RESPONDENTS .....	5
13	CURRENCY .....	5
14	PRICES SUBJECT TO CONFIRMATION .....	5
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	5
16	EXCHANGE AND REMITTANCE.....	5
17	ACCEPTANCE OF BID.....	6
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	6
19	TERMS AND CONDITIONS OF CONTRACT .....	6
20	CONTRACT DOCUMENTS .....	6
21	LAW GOVERNING CONTRACT.....	6
22	IDENTIFICATION .....	7
23	RESPONDENT'S SAMPLES .....	7
24	SECURITIES.....	7
25	PRICE AND DELIVERY BASIS FOR GOODS .....	8
26	EXPORT LICENCE .....	8
27	QUALITY OF MATERIAL .....	8
28	DELETION OF ITEMS EXCLUDED FROM BID .....	8
29	VALUE-ADDED TAX .....	8
30	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	8
31	CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS .....	9
32	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS .....	10
33	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS .....	10
34	DATABASE OF RESTRICTED SUPPLIERS .....	11
35	CONFLICT WITH ISSUED RFX DOCUMENT .....	11



## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson of the relevant Bid Preparation and Evaluation Committee.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Chairperson of the relevant Bid Preparation and Evaluation Committee, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **12 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

## **13 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

## **14 PRICES SUBJECT TO CONFIRMATION**

- 14.1 Prices which are quoted subject to confirmation will not be considered.

## **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

## **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to

submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
  - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

## **27 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **28 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **29 VALUE-ADDED TAX**

- 29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 29.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

- 30.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### 31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 31.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

- b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## **32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

### **32.1 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

### **32.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

### **32.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

### **32.4 Foreign specifications**

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

## **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to



Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

#### **34 DATABASE OF RESTRICTED SUPPLIERS**

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

#### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

**ooo000ooo**