

Transnet Freight Rail

Tender Number: **SIC22003CIDB (HOAC-HO-37901)**

Description of the Service: **The Maintenance of Railway Track with On-Track Ballast Screening Machine (High Production) Countrywide on an 'as and when required" basis for a Period of Twelve (12) months**

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST  
SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND  
WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.**

<b>RFP NUMBER</b>	<b>: SIC22003CIDB (HOAC-HO-37901)</b>
<b>ISSUE DATE</b>	<b>: 25 July 2022</b>
<b>NON-COMPULSORY BRIEFING</b>	<b>: 01 August 2022</b>
<b>CLOSING DATE</b>	<b>: 11 August 2022</b>
<b>CLOSING TIME</b>	<b>: 10h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Maintenance of Railway Track with On-Track Ballast Screening Machine (High Production) Countrywide on an 'as and when required" basis for a Period of Twelve (12) months</b>
<b>TENDER DOWNLOADING</b>	<p><b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b></p> <p><b>NOTE:</b> It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.</p>
<b>NON-COMPULSORY BRIEFING</b>	<p>A Non-compulsory Tender Clarification Meeting will be conducted via MS Teams, on the <b>01 August 2022, at 10:00am</b> for a period of ± 2 (two) hours.</p> <p>The Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers logging/joining into the Microsoft Team meeting late.</p> <p>Tenderers are required to submit the intention to attend the meeting with their details not later than the <b>28 July 2022</b>, an invitation with the link to the tender clarification meeting will be sent to all bidders who have submitted their intention to attend the meeting.</p> <p><b>Failure to submit the intention to tender before or on the deadline will result in tenderers not getting an invitation to the clarification meeting.</b></p>
<b>CLOSING DATE</b>	<p><b>10h00 on 2022/08/11</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

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<b>VALIDITY PERIOD</b>	<p><b>Twelve (12) weeks Business Days from Closing Date: 04 November 2022</b></p> <p>Tenderers are to note that they may be requested to extend the validity period of their tender, at 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 Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>
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## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing,

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delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

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- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-43**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

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## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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**T1.2 TENDER DATA**

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

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

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

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

<b>Clause</b>	<b>Data</b>
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions: Option A


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		C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Lydia Gebhuza
	Address:	15 Girton Road, Parktown, Inyanda House 2, Parktown, Johannesburg 2001
	Tel No.	011 308 4775
	E – mail	Lydia.gebhuza@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility with regards to attendance at the non - compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the non - compulsory clarification meeting in terms C2.7	
	<b>2. Stage Two - Pre-qualification Criteria Schedule for preferential procurement in terms of the Preferential Procurement Regulations, 2017 (Regulation 9: Subcontracting)</b>	
	a) A tenderer to subcontract a minimum of 30% to- <ul style="list-style-type: none"> <li>(i) an EME or QSE which is at least 51% owned by black people;</li> <li>(ii) an EME or QSE which is at least 51% owned by black people who are youth;</li> <li>(iii) an EME or QSE which is at least 51% owned by black people who are women;</li> <li>(iv) an EME or QSE which is at least 51% owned by black people with disabilities;</li> <li>(v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;</li> <li>(vi) a cooperative which is at least 51% owned by black people;</li> <li>(vii) an EME or QSE which is at least 51% owned by black people who are military veterans;</li> <li>(viii) an EME or QSE.</li> </ul>	
	a) The list of potential sub-contractors Refer to Annexure G All Sub-Contractors must be registered on the National Treasury CSD by closing date.	

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

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

#### **1. COMPULSORY LOCAL CONTENT THRESHOLD**

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **Rail Permanent Way (Railway Maintenance of way plant and equipment)** Sector", Transnet is required to set a stipulated minimum threshold be set for this RFP.

##### **1.1. Local Content Threshold**

A Local Content threshold of **70%** [**seventy** 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 **Ballast Screener Machine** 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;

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- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

### 1.2. Local Content Notes

1.2.1. 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;

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

1.2.3. 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.

1.2.4. 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;

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[http://www.the\\_dti.gov.za/industrial\\_development/ip.jsp](http://www.the_dti.gov.za/industrial_development/ip.jsp) at no cost.

- 1.2.5. 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.
- 1.2.6. 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;
- 1.2.7. 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.
- 1.2.8. 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.

### 1.3. **Mandatory RFP Annexures**

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

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

Annexure C – Local Content Declaration: Summary Schedule

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

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

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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.

Although Annexure D and Annexure E need not be submitted with Proposals, Transnet reserves the right to call for these Supporting Schedules if required.

#### 1.4. **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.

#### 1.5. **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

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Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

### 1.6. Local Content Obligations

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

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

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

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **8CE or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
  1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
  3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  4. The tenderer shall provide a certified copy of its signed joint venture agreement.



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

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers are required to submit their Acknowledgment of Receipt of Documents and Intention to Tender and attend Tender Briefing** to [Lerato.morailane@transnet.net](mailto:Lerato.morailane@transnet.net) and cc [lydia.gebhuza@transnet.net](mailto:lydia.gebhuza@transnet.net) not later than **28 July 2022**. The Microsoft Team link will be forwarded to all tenderers who have submitted their contact details.

Tenderers are also **required to bring their RFP document to the briefing session.**

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **SIC22003CIDB (HOAC-HO-3701)**
- The Tender Description: **The Maintenance of Railway Track with On-Track Ballast Screening Machine (High Production) Countrywide on an 'as and when required" basis for a Period of Twelve (12) months**

Documents must be marked for the attention of:

***Employer's Agent: Lydia Gebhuza***

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

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

Time: **10h00** on the **11 August 2022** Location:

The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);



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### **NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

C.3.13 Tender offers will only be accepted if:

## Transnet Freight Rail

RFP NO: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) complies with the legal requirements, if any, stated in the tender data and
  - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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**STAATSKOERANT, 8 AUGUSTUS 2019**

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

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

## **Annex C**

### **Standard Conditions of Tender**

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

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

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

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

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

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any*

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*personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

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

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

### **C.1.3 Interpretation**

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

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

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

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

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

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

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

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

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

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from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

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

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

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

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

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

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be

invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

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

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

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

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

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

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

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

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

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

employer.

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

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

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

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

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

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

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

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

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

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

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

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if

necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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

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

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

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

### **C.2.9 Insurance**

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

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

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

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

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

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

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

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

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

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

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

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

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal"

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and place the remaining returnable documents in an envelope marked "technical proposal".

Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

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

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

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

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

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

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender

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in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C.2.23 Certificates**

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

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

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

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

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

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

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

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

closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

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

(ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

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

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

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

**Requirement Qualitative interpretation of goal**

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

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

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

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

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

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

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

**C.3.11.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Annex D**

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

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

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

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

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

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

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

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

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

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

#### **D.1.3 Interpretation**

D.1.3.1 The submission data and additional requirements contained in the submission schedules that

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are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

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

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

i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.

ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.

iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

### **D.3.9 Evaluation of responsive submissions**

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

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

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

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

Transnet Freight Rail

RFP Number: **SIC22003CIDB (HOAC-HO-37901)**

Description of the Service: **The Maintenance of Railway Track with On-Track Ballast Screening Machine (High Production) Countrywide on an 'as and when required" basis for a Period of Twelve (12) months**

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

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

#### **T2.2-2 Stage Two - Pre-qualification Criteria Schedule for preferential procurement in terms of the Preferential Procurement Regulations, 2017 (Regulation 9: Subcontracting)**

- T2.2-2: Pre-qualification Criteria Schedule: Subcontractors – 30%
- Valid B-BBEE certificate(s) or Sworn Affidavit(s) for the proposed subcontractor(s)

#### **T2.2-3 Stage Three as per PPPFA: Eligibility Criteria Schedule - Declaration Certificate of Local Production and Content (SBD 6.2) - Declaration Certificate of Local Production and Content (SBD 6.2) and Annexure C – Local Content Declaration: Summary Schedule** DTIC Exemption letter (if applicable)

#### **T2.2-4 Stage Four as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

### **2.1.3 Returnable Schedules:**

- T2.2-5** Operational Risk
- T2.2-6** Health and Safety Management
- T2.2-6a** Tender Safety, Environmental and Risk Objective Questionnaire
- T2.2-6b** Health and Safety Cost Breakdown
- T2.2-6c** Letter of Good Standing
- T2.2-7** Risk Elements
- T2.2-8** Environmental Management Plan
- T2.2-9** Changes to tender document
- T2.2-10** Site Establishment requirements
- T2.2-11** Authority to submit tender
- T2.2-12** Record of addenda to tender documents
- T2.2-13** Storage Capacity
- T2.2-14** Availability of Equipment and Other Resources

Transnet Freight Rail

RFP Number: **SIC22003CIDB (HOAC-HO-37901)**

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

- T2.2-15** Compulsory Enterprise Questionnaire
- T2.2-16** Supplier Code of Conduct
- T2.2-17** Unilateral Non-Disclosure Agreement
- T2.2-18** Supplier declaration form
- T2.2-19** RFP Declaration Form
- T2.2-20** Certificate of Acquaintance with Tender Document Pact
- T2.2-21** Service Provider Integrity Pact
- T2.2-22** Request for quotation – Breach of law
- T2.2-23** SBD1 (Tax Compliance Status)
- T2.2-24** Job-Creation Schedule
- T2.2-25** Confirmation of machine/s ownership
- T2.2-26** Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

- T2.2-27** Insurance provided by the Contractor
- T2.2-28** Three (3) years audited financial statements
- T2.2-29** Form of Intent to Provide a Performance Guarantee

## **2.2 C1 - Agreement and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)
- C1.3 Forms of Securities

## **2.3 C2 – Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Price List

## **2.4 C3 - Service Information**

**TRANSNET FREIGHT RAIL**

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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## **Part T2.2: Returnable Schedules**

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## TRANSNET FREIGHT RAIL

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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### **T2.2-2: Pre-qualification Criteria Schedule** **(Pre-qualification Criteria Schedule)**

- a) As a prequalification criterion to participate in this RFP, Tenderers are required to subcontract a minimum of 30% [Twenty-Seven percent] of the value of the contract to one or more of the following designated groups:
- i. an EME or QSE.
  - ii. an EME or QSE which is at least 51% owned by black people;
  - iii. an EME or QSE which is at least 51% owned by black people who are youth;
  - iv. an EME or QSE which is at least 51% owned by black people who are women; or
  - v. an EME or QSE which is at least 51% owned by black people with disabilities;
  - vi. an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;
  - vii. a cooperative which is at least 51% owned by black people;
  - viii. an EME or QSE which is at least 51% owned by black people who are military veterans.

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

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

- b) A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.
- c) For a list of potential subcontractors, Refer to Annexure **G**
- d) Tenderers have the discretion of identifying and selecting suppliers, who are registered on the National Treasury supplier database (CSD) but do not appear on the list provided by Transnet, for purposes of subcontracting.
- e) **Tenderers are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.**
- f) Tenderers are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated.
- g) Tenderers are responsible for all due diligence on their subcontractors.
- h) Tenderer/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Tenderer intends to subcontract with their subsidiary this must be declared in their bid response.

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- i) The successful Tenderer awarded the contract may only enter a subcontracting arrangement with Transnet's prior approval.

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

**Attachments to this form**

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

- a) Subcontractor's valid proof of B-BBEE status;

**b) Name of subcontractor/s and Company Registration number:**

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

**c) Work to be subcontracted:**

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

**TRANSNET FREIGHT RAIL**

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**Note:**

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

**Annexure G: LIST OF POTENTIAL SUBCONTRACTORSS**

	<b>CSD NO</b>	<b>COMPANY’S NAME</b>	<b>TYPE</b>
1.	MAAA0956738	VANTISTYLE	EME
2.	MAAA0970591	CHAMEROUN GLOBAL TRADING	EME
3.	MAAA1046666	CIVILIZED INVESTMENT	EME
4.	MAAA1022085	LETSEMENG CIVIL ENGINEERING	EME
5.	MAAA0593515	AMAKGAETXI ENGINEERING AND PROJECTS	EME
6.	MAAA0832810	BENNETT SIGMAL KING	EME
7.	MAAA0629069	NJENDUNA CIVIL CONSTRUCTION	EME
8.	MAAA0346372	ANDISANI MANAGEMENT SERVICES	EME
9.	MAAA1125115	MQONDENI ENTERPRISE	QSE
10.	MAAA0041956	WELSHERO TRADING IMAGES	QSE
11.	MAAA0959868	LUNTOKO PROJECTS	EME
12.	MAAA1026937	GAOPALE ENGINEERING SOLUTIONS AND SUPPLY	EME
13.	MAAA0929657	VATALIF GROUP	EME
14.	MAAA0945950	QUANTUMBLACK CAPITAL PROJECTS	EME

**TRANSNET FREIGHT RAIL**

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15.	MAAA0279271	WOMAN IN ENGINEERING SOUTH AFRICA	EME
16.	MAAA0014999	BONALICIA CONSTRUCTION AND TRADING	EME
17.	MAAA1160271	JOTHA SERVICES	EME
18.	MAAA1124587	CITE TRADING AND ALL PROFESSIONALS CONSULTANTS	EME
19.	MAAA1208487	MANGETHE ZWANE PROJECTS	QSE
20.	MAAA1197075	BM LETHABO PROJECTS	EME

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**ANNEXURE B****SBD 6.2**

## **T2.2-3: Declaration of Certificate for Local Production and Content for Designated Sectors (Eligibility Criteria Schedule)**

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated, and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods                      Stipulated minimum threshold

**Rail maintenance of way plant and equipment                      70%**

4. Does any portion of the services, works or goods offered have any imported content?  
(***Tick applicable box***)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. SIC22003CIDB (HOAC-HO-37901)**

**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 <b>[Rail maintenance of way plant and equipment] Ex VAT</b>	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content <b>70% [Rail maintenance of way plant and equipment]</b> 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



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verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all the remedies as provided for in Regulation 14 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:** \_\_\_\_\_

## TRANSNET FREIGHT RAIL

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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

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

- a) If for any reason the Contractor is unable to achieve the local content undertaking, the Contractor must approach the Department of Trade and Industry ("DTI") to obtain exemption to supply the goods at a lower local content threshold. The Contractor is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the Contractor shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the Contractor shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.

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

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

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

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- iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the Employer shall refund the full value of the Local Content Retention Amount to the Contractor at the end of the contract period.
  - f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the Employer may have in law, the Contractor shall forfeit the Local Content Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

**Non-compliance Penalty Certificate:**

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

**Payment of Non-compliance Penalties:**

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

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- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

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





### Annex D

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

(D1) Tender No.	SIC22003CIDB (HOAC-HO-37501)	<b>Note: VAT to be excluded from all calculations</b>
(D2) Tender description:	Maintenance of Railway Track with On-Track Ballast Screener Machines (High Production) Countrywide on an 'As and when Required' Basis for a Period of Twelve (12) months.	
(D3) Designated Products:	Railway Maintenance of way plant and equipment	
(D4) Tender Authority:	Transnet Freight Rail	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula <input type="text"/>	EU <input type="text"/> GBP <input type="text"/>

#### A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Calculation of imported content					Summary	
					Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Tender Rate of Exchange	Summary of payments	
			Foreign currency value paid				
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							R 0

Signature of tenderer from Annex B

\_\_\_\_\_

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

This total must correspond with Annex C - C 23

## Annex E

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

<i>(E1)</i> <b>Tender No.</b>	SIC22003CIDB (HOAC-HO-37501)
<i>(E2)</i> <b>Tender description:</b>	Maintenance of Railway Track with On-Track Ballast Screener Machines (High Production) Countrywide on an 'As and when Required' Basis for a Period of Twelve (12) months.
<i>(E3)</i> <b>Designated products:</b>	Railway Maintenance of way plant and equipment
<i>(E4)</i> <b>Tender Authority:</b>	
<i>(E5)</i> <b>Tendering Entity name:</b>	

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

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	<i>(E6)</i>	<i>(E7)</i>		<i>(E8)</i>
	Ballast Screener Machine			
<b><i>(E9)</i> Total Raw Materials (Goods, Services and Works)</b>				R 0

<i>(E10)</i>	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
<i>(E11)</i>	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
<i>(E12)</i>	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0
<b><i>(E13)</i> Total local content</b>			R 0

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

Signature of tenderer from Annex B

\_\_\_\_\_

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

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## **T2.2-4: CIDB Grading Designation (Eligibility Criteria Schedule)**

**Note to tenderers:**

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

<b>CRS Number</b>	<b>Status</b>	<b>Grading</b>	<b>Expiry Date</b>

1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an **8CE** class of construction work, are eligible to have their tenders evaluated.
  
2. **Joint Venture (JV)**
  1. Every member of the joint venture is a registered contractor in terms of these Regulations and
  2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and [Para. (a) substituted by GN R464 of 2 July 2013 (wef 1 August 2013).]
  3. The category of registration of the joint venture, determined in accordance with subregulation (6) is equal to or higher than the category of registration specified in accordance with subregulation (3) and
  4. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for an **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  5. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
  6. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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**T2.2-5: Operational Risk [Objective Criteria Schedule]**

<b>Operational Deliverables</b>	<b>Response</b>		<b>Supporting Documentation</b>
	<b>Yes</b>	<b>No</b>	
Bidder to offer Supply, Operate and Maintain contract			Signed Method Statement
The Machine shall fit the rail structure gauge of 1065mm.			The bidder to submit the detailed drawing showing the structural gauge of the machine
The Machine shall not exceed 20ton per axle.			The bidder to submit machine specification outlining the weight of the machine.
The Ballast Screening Machine shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance during travelling and working. Should any machine or any part of the load of any machine exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings.			The Contractor shall submit vehicle gauge drawings with the tender document.
The Machine shall have a minimum rate of 650 m <sup>3</sup> /h of ballast.			The bidder to submit machine specification outlining the output and capabilities of the machine.
The Machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and 6% of gravitational acceleration respectively, on dry rail (Tampers, Regulators and Stabilisers)			The bidder to submit machine specification outlining the braking capabilities of the machine OR a signed method statement outlining the braking capabilities of the machine.
The Screener must be able to screen ballast in tunnels, bridges, platforms, culverts and in wet conditions.			The bidder to submit the machine specification OR a signed method statement
The Machine shall screen on curves with a minimum radius of 250m or sharper			The bidder to submit the machine specification OR a signed method statement
The Tamper, Regulator and Stabiliser Machines shall be self-propelled.			The bidder to submit the machine specification OR a signed method statement
The Tamper, Regulator and Stabiliser Machines shall travel free on rail up a gradient of 1:40			The bidder to submit the machine specification OR a signed method statement
The Contractor shall supply a machine that is not older than 10 years or a machine that has been refurbished (reassembling and replacing components that restore			Year Model of the machine or Date of refurbishment as well supporting proof (proof should



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<b>Operational Deliverables</b>	<b>Response</b>		<b>Supporting Documentation</b>
	<b>Yes</b>	<b>No</b>	
the machine to its state when originally manufactured) 5 years as measured from the date of award or earlier than that.			show critical parts that enhance capacity)
<p>The Bidder must submit a machine and equipment maintenance plan that indicates how the availability and productivity of the machinery and equipment will be ensure.</p> <p>The maintenance plan should include but need not be limited to</p> <ul style="list-style-type: none"> <li>- Maintenance intervals.</li> <li>- Average time to maintain for both major and minor services</li> <li>- Workshop facilities</li> <li>- Maintenance Structure</li> <li>- Spares Management</li> </ul>			The Contractor must submit a detailed maintenance plan.

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**T2.2-6: Health and Safety Requirements [Assessment Schedule]**

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

<p><b>Attached submissions to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**T2.2-6a: Health and Safety Questionnaire**

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted workday cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No		



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If yes, provide details:

**3. CERTIFICATE OF RECOGNITION**

Does your company have a Certificate of Recognition?

Yes  No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

**4. SAFETY PROGRAM**

Do you have a written safety program manual?  Yes  No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  Yes  No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

**5. TRAINING PROGRAM**

5A. Do you have an orientation program for new hire employees?  Yes  No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>



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FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

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Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?  Yes  No

**TRANSNET FREIGHT RAIL**

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

<ul style="list-style-type: none"> <li>Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?</li> </ul> <hr/> <hr/>
<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>How does your company measure its H&amp;S success?</p> <ul style="list-style-type: none"> <li>Attach separate sheet to explain</li> </ul>

**7. SAFETY STEWARDSHIP**

<b>7A Are incident reports and report summaries sent to the following and how often?</b>					
	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>				
Managing Director	<input type="checkbox"/>				
Safety Director/Manager	<input type="checkbox"/>				
/Chief Executive Officer	<input type="checkbox"/>				
<b>7B How are incident records and summaries kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Incidents totalled for the entire company	<input type="checkbox"/>				
Incidents totalled by project	<input type="checkbox"/>				
<ul style="list-style-type: none"> <li>Subtotalled by superintendent</li> </ul>	<input type="checkbox"/>				
<ul style="list-style-type: none"> <li>Subtotalled by foreman</li> </ul>	<input type="checkbox"/>				
<b>7C How are the costs of individual incidents kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Costs totalled for the entire company	<input type="checkbox"/>				
Costs totalled by project	<input type="checkbox"/>				
<ul style="list-style-type: none"> <li>Subtotalled by superintendent</li> </ul>	<input type="checkbox"/>				
<ul style="list-style-type: none"> <li>Subtotalled by foreman/general foreman</li> </ul>	<input type="checkbox"/>				
<b>7D Does your company track non-injury incidents?</b>					
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>				
Property Damage	<input type="checkbox"/>				
Fire	<input type="checkbox"/>				
Security	<input type="checkbox"/>				



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Environmental	<input type="checkbox"/>				
<b>8 PERSONNEL</b>					
List key health and safety officers planned for this project. Attach resume.					
Name	Position/Title	Designation			
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety, and environment?					
Name	Address	Telephone Number			
Other responsibilities:					
<b>9 REFERENCES</b>					
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program					
Name and Company	Address	Phone Number			

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**T2.2-6b: Health and Safety Cost Breakdown**

Tenderer (Company)	Responsible Person	Designation	Date
<b>Project/Tender Title</b>		<b>Project/Tender No.</b>	<b>Project Location / Description</b>
Maintenance of Railway Track with On-Track Ballast Screener Machines ( <b>High Production</b> ) Countrywide on an 'as and when required' Basis for a Period of Twelve (12) months.		SIC22003CIDB (HOAC-HO-37901)	Various locations

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

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	





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**T2.2-7: Risk Management [Assessment Schedule]**

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

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

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


Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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<b>Tenderer's Risk Management Plan will be as follows:</b>	
Evaluation of Tender: Risk Management plans	
<b>Company Name:</b> <b>Tender Description:</b> Maintenance of Railway Track with On-Track Ballast Screener Machines ( <b>High Production</b> ) Countrywide on an 'as and when Required' Basis for a period of Twelve (12) Months.	
<b>1. Business continuity plan</b> <b>Business Continuity Management: The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards</b>	<b>Scoring Criteria</b>
<b>The following criteria to be included:</b>  <ul style="list-style-type: none"> <li>- Emergency operating procedures</li> <li>- Business Continuity invocation action</li> <li>- Project recovery resources</li> <li>- Business / Supplier Contact list</li> <li>- Emergency Contact</li> </ul> <b>20%</b>	Business Continuity plan contains Emergency Operating Procedures, Business continuity invocation action, Project recovery resources , Business / Supplier contact list Emergency contacts  Business Continuity plan contains 4 of the 5 required criteria  Business Continuity plan contains 3 of the 5 required criteria  Business Continuity plan contains 2 of the 5 required criteria  Business Continuity plan contains 1 of the 5 required criteria  No business continuity plan submitted
<b>2. Business Impact Analysis</b>	<b>Scoring Criteria</b>
<ul style="list-style-type: none"> <li>- Identification of critical processes within the project</li> <li>- Recovery Time Objective in case of any interruption that may arise</li> <li>- Recovery Strategy: how will the supplier recover</li> <li>- Operational dependencies eg: Operational equipments,telephones etc. needed to ensure continuity</li> <li>- Alternative supply of equipment and/ or supply of extra staff</li> <li>- Battle box ( It comprises of all necessary documentation,equipments required for continuity )</li> </ul> <b>20%</b>	Business Impact Analysis contains Identification of critical processes within the project, Recovery Time Objective, Recovery Strategy, Operational dependencies, Alternative supply of equipment and/or supply of extra staff, Battle box.  Business Impact Analysis contains 4 of the 5required criteria  Business Impact Analysis contains 3 of the 5 required criteria  Business Impact Analysis contains 2 of the 5 required criteria  Business Impact Analysis contains 1 of the 5 required criteria  No business plan submitted



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



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**T2.2-8: Environmental Management Plan [Assessment Schedule]**

The tenderer must provide an environmental management plan describing: -

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

The following documents are key -

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

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

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

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

**Attached submissions to this schedule:**

.....

.....

.....

.....

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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## T2.2-9: Changes to Tender Document

**Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.**

**Do not return this schedule if no alternative tender is submitted.**

The Conditions of Tender state that the tenderer may:

- C.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**T2.2-10: Site Establishment / Laydown Area**

Total Site Establishment Cost will include the accommodation consist of configuration detailing the quantity of wagons and wagon type required indicating what the various wagons will be utilised for e.g., sleeping quarters, ablution facility, etc. plant and equipment to execute the work. Tenderers are to submit the follow Establishment cost breakdown.

Items	Tendered Rate
Accommodation consists of configuration	
Plant and Equipment	

Number	Wagon usage	Number	Wagon usage
1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
1		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**T2.2-11: Authority to submit a Tender**

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

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

**A. Certificate for Company**

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

Signed	Date	
Name	Position	Chairman of the Board of Directors



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**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
capacity of \_\_\_\_\_, to sign all documents in connection with the tender  
offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

\_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_

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

connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on

our behalf.

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

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

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



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**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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**T2.2-12: Record of Addenda to Tender Documents**

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

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



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## T2.2-15 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

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

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

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

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

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**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution. Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

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

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**3. POINTS AWARDED FOR PRICE**

**3.1 THE 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

$P_t$  = Comparative price of bid under consideration

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

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

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**TRANSNET FREIGHT RAIL**

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>4</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.

<sup>4</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.



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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier/Service provider
- Other Suppliers/Service providers, e.g., transporter, etc.

[ TICK APPLICABLE BOX ]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the



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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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS</p> <p>.....</p>
--

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**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>5</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>6</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided 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.

<sup>6</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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## T2.2-16: Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

#### ***1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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- 
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.
  - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

### **2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

### **3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

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- 
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



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***Conflicts of Interest***

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority      (insert name of Company)*  
*Resolution from Board of Directors)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature



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## **T2.2-17: Unilateral Non-Disclosure Agreement**

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

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

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

.....

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

.....  
.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

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

**2. CONFIDENTIAL INFORMATION**

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

## **TRANSNET FREIGHT RAIL**

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- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

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

**4. ANNOUNCEMENTS**

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

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

**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

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

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**9. GENERAL**

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

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	
_____	

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**T2.2-18: Supplier declaration form**

*Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:*

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name			Bank Account Number				
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							



**TRANSNET FREIGHT RAIL**

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

Telephone					
Email					
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million
Does Your Company Provide	Products		Services		Both
Area Of Delivery	National		Provincial		Local
Is Your Company A Public Or Private Entity			Public		Private
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No
Main Product Or Service Supplied (E.G.: Stationery/Consulting)					
BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes		No
What is your broad-based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ	Permanent			Part time	
Transnet Contact Person					
Contact number					
Transnet operating division					

Duly Authorised to Sign for And on Behalf of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	



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**T2.2-19: RFP declaration form**

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

**TRANSNET FREIGHT RAIL**

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6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-39 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

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

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**T2.2-20: Certificate of Acquaintance with Tender Documents**NAME OF TENDERING ENTITY:  

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

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

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

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SIGNATURE OF TENDERER

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**T2.2-21: Service Provider Integrity Pact****Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.****The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.****INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **TRANSNET FREIGHT RAIL**

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### **PREAMBLE**

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

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

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

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

### **OBJECTIVES**

Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### **COMMITMENTS OF TRANSNET**

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

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

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The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals

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and business details, including information contained or transmitted electronically.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

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

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

### **INDEPENDENT TENDERING**

For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the

Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the

## **TRANSNET FREIGHT RAIL**

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Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

### **Disqualification from Tendering Process**

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

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

If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

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

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

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

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Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

### **PREVIOUS TRANSGRESSIONS**

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

### **SANCTIONS FOR VIOLATIONS**

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

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

## CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## MONITORING

Transnet will be responsible for appointing an independent Monitor to:

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

## TRANSNET FREIGHT RAIL

RFP NUMBER: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

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

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

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

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

## DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## GENERAL

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

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is

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guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall a Tenderer by it. To the best of the Parties' knowledge and belief, the information



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**T2.2-22: Request for Proposal – Breach of law**

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

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

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

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

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**T2.2-23: SBD1 (Tax Compliance Status)**

**PART A  
INVITATION TO BID**

<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</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.  <b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b>  <b>The Transnet e-Tender Submission Portal can be accessed as follows:</b></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 UP NOW/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 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> </ul> <p>Please do always refer back to the tender portal to check if there are any changes on the tender advised before the closing date and time.</p>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Lydia Gebhuza			CONTACT PERSON	Lydia Gebhuza		
TELEPHONE NUMBER	011 308 4775			TELEPHONE NUMBER	011 308 4775		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:Lydia.gebhuza@transnet.net">Lydia.gebhuza@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:lydia.gebhuza@transnet.net">lydia.gebhuza@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							



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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

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

YES  NO

**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.**



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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

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

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

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**T2.2-24: JOB-CREATION SCHEDULE**

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				





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Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer			

**T2.2-26: Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)**

**1. PREAMBLE AND INTRODUCTION**

1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 (“POPIA”) are included as forming part of the terms and conditions of this contract.

**2. PROTECTION OF PERSONAL INFORMATION**

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

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- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
  - 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
  - 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
  - 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
  - 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
  - 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
  - 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
  - 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of

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a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>		<b>NO</b>	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise because of the processing of any personal information that Transnet submitted to it.

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

**3. SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_ (*Name of company*)

(Operator)

Authorised signatory for and on behalf of ..... (*Name of company*) who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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**T2.2-27: Insurance provided by the *Contractor***

Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

<b>Insurance against (See clause 83.2 of the TSC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



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**T2.2-28: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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**T2.2-29: Form of Intent to Provide a Performance Guarantee**

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

**Confirmed by Guarantor's Authorised Representative**

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor  
(Bank/insurer)

.....

Date

.....



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## C1.1 Form of Offer & Acceptance

### Offer

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

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.**

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

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

**The currency of this contract is the South African Rand.**

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:



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## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



## TRANSNET FREIGHT RAIL

RFP NO: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

#### For the tenderer:

#### For the Employer

Signature

Name

Capacity

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

Transnet SOC Ltd

Name &  
signature  
of witness

Date


**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A</b> <b>Priced contract with price list</b> <b>W1</b> <b>Dispute resolution procedure</b>  <b>X2</b> <b>Changes in the law</b> <b>X13</b> <b>Performance Bond</b> <b>X17</b> <b>Low service damages</b> <b>X18</b> <b>Limitation of liability</b> <b>X19</b> <b>Task Order</b>  <b>Z:</b> <b><i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:  Address	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>  <b>Transnet Freight Rail</b> <b>15 Girton Road, Inyanda House 2</b> <b>Parktown, Johannesburg</b> <b>South Africa, 2000</b>  <b>011 584 0590</b>
	Having elected its Contractual Address for the purposes of this contract as:	
	Tel No.	
10.1	The <i>Service Manager</i> is (name):	<b>Tenny Madiba</b>

**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

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Address	<b>15 Girton Road Parktown Iyanda House 2, Johannesburg, South Africa, 2000</b>
Tel	<b>011 544 9346</b>
e-mail	<b>Tenny.madiba@transnet.net</b>
11.2(2)	The Affected Property is <b>In respect of each Task Order, the identified portion of the South African Freight Rail Network</b>
11.2(13)	The <i>service</i> is Maintenance of Railway Track with On-Track Ballast Screener Machines ( <b>High Production</b> ) Countrywide on an 'as and when required' basis for a Period of Twelve (12) Months
11.2(14)	The following matters will be included in the Risk Register <ul style="list-style-type: none"> <li>(a) <i>Cancellation of track occupations at short notice.</i></li> <li>(b) <i>The shortage of pilots to move machines between depots.</i></li> <li>(c) <i>Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</i></li> <li>(d) <i>Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</i></li> <li>(e) <i>Dry vegetation at or near most worksites is a fire hazard.</i></li> </ul>
11.2(15)	The Service Information is in <b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is <b>English</b>
13.3	The <i>period for reply</i> is <b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b> (If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within <b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is. <b>01 October 2022</b>


**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

30.1	The <i>service period</i> is	<b>12 Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>none</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	

**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Monthly</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>

**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

**X13 Performance bond**

X13.1	<p><b>Service Period</b> The amount of the performance bond is 5% (five percent) of the total of the Prices as determined in the Pricing data.</p>	<p>The performance bond needs to be issued by a financial institution/bank with a minimum long term credit rating of A3 (Moody's), A- (Standard and Poors) and or A- (Fitch Ratings) or an equivalent rating from other rating agencies acceptable to Transnet.</p>
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**X17 Low service damages**X17.1 The *service level table* is in

Performance level	% achieved of performance against Tw for each task order	Low service damages for each task order
Rate of production of machine 1	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 2.1 -2.5 of Price List)
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Item 2.1 -2.5 of Price List)

**X18 Limitation of liability**

X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p>In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.</p>
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**X18 Limitation of liability**

X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p>In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.</p>
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**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

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X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible in terms of the <i>Employer's</i> arranged insurance.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <ul style="list-style-type: none"> <li>• The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</li> <li>• The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</li> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	6 (Six) months after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 (five) days of receiving the Task Order.
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	



## Transnet Freight Rail

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### Z1 Obligations in respect of Termination

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

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

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

### Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

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


**Transnet Freight Rail**

RFP NO: SIC22003CIDB (HOAC-HO-37501)

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**Z3 Additional clause relating to Collusion in the Construction Industry**

Z3.1 The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

**Z4 Protection of Personal Information Act**

Z4.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

**Z.5 Obligations in respect of Subcontracting**

Z5.1 It will be a material term of this contract that the *Contractor* must subcontract a minimum of 30% of the value of the contract.

Z5.2 The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-4 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.

Z5.3 The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each sub-*Contractor*.

Z5.4 Insert addition to Clause 26.2. The *Contractor* may not replace any sub-*Contractor* without acceptance of the *Service Manager*. The *Service Manager* shall before acceptance of a replacement by the *Contractor* of any sub-*Contractor* as detailed in the tender submission Returnable T2.2 ..., obtain representations or input from the initial sub-*Contractor* to make an informed decision as to the proposed replacement.

The sub-contracting arrangement/contract remains between the *Contractor* and sub-*Contractor*.

**Z6 Local Production and Content Obligations**


**Transnet Freight Rail**
**RFP NO:** SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

Z6.1	<p>In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-4 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1.....; 2.....; and 3.....</p>
Z6.2	<p>The <i>Contractor</i> is required to note that the <i>Employer</i>, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.</p>
Z6.3	<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>
Z6.4	<p>The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2..... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.</p>
Z6.5	<p>Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.</p>



**Transnet Freight Rail**

ENQUIRY: SIC22003CIDB (HOAC-HO-37501)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The <i>price list</i> is in .....
11.2(19)	The tendered total of the Prices is <b>R</b> .....

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**Transnet Freight Rail**

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## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Term Service Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

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

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

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

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

**Transnet Freight Rail**

**ENQUIRY:** SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

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

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

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

Date:

Dear Sirs,

**Performance Bond for Contract No. ....**

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

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

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

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer, Contractor, Service Manager, service* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the service period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

**Transnet Freight Rail**

**ENQUIRY:** SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Service Manager* stating that the Completion Certificate for the whole of the *service* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Service Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Service Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Service Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____



**TRANSNET FREIGHT RAIL**

**RFP NO:** SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS

## **PART C2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions	2 - 9
C2.2	Price Lists	9-11

## C2.1 Pricing assumptions: Option A

### 1. GENERAL

#### 1.1 How work is priced and assessed for payment

**Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Identified and 11

defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

**Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Assessing the amount due

50.2

The amount due is

- the Prices for the Services Provided to Date,
- plus, other amounts to be paid to the Contractor,
- less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

#### 1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

#### 1.3 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link priced rates with parameters for the volume of work involved in

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Providing the Service as contemplated in *price list* contained in section C2.2.

- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

**2. FORMAT OF THE PRICE LIST**

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates.

- (i) establishment fee paid monthly and
- (ii) volume based pricing with applicable rates based on actual volumes of work provided to the Contractor

The tendering contractor is required in the first row to provide its proposed monthly rate for establishment.

The remaining portion of the total of the Prices is determined through volume-based pricing, whereby the amounts finally due to the Contractor in each year within the *service period* are determined annually by applying the applicable rate to the actual volume of Works issued to the Contractor subject to the terms of the contract. In the interim period (prior to the annual assessment) the Contractor is paid an Interim Average Work Rate (as further described in paragraph 4.6 below), and the amount paid is reconciliated after the annual assessment.

In this regard the tendering contractor is required to propose the relevant rates for the defined parameters of works for items 2.1 to 2.4 of the Price List (as further described in paragraphs 4.2 to 4.5 below), from which an Interim Average Working Rate is determined by applying the price weighting percentage indicator stipulated by the Employer in the Price List.

**3. GENERAL PRICING ASSUMPTIONS**

- 3.1** The agreement is based on the NEC Term Service Contract.
- 3.2** It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3** The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4** The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).



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- 3.5** The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6** For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7** The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).

**4. MEASUREMENT AND PAYMENT FOR CONTRACT**

This part C2 of the specification as well as any reference in part **C3** will apply to determine conditions under which payments for this contract are to be made.

This section must be read together with the Additional Definitions and Interpretation Provisions contained in the Z- Clauses contained in **Contract Data provided by the Employer (C1.2 TSC3 Contract Data)** and in particular **Clause ZD6** providing for the annual assessment of the amount due to the Contractor for Providing the Services.

Payment will be made, for the Ballast Screening package, in accordance with the rates tendered in the schedule of prices. The following information shall be recorded continually for the screener package:

- (a) For all machines: Screener, tampers, stabiliser and regulator etc: Tw, Tww, Twr, Ttr, To, Tb, Tx and Ts, Tt, Tp and Tm and total metres screened for each day and totals for the month.
- (b) Availability of the screeners, tampers and other machines:  $A = \frac{(To - Tb)}{To}$
- (c) Productivity: P =  $\frac{\text{actual rate}}{\text{tendered rate}}$
- (d) Utilisation: U =  $\frac{Tw}{To}$
- (e) Actual meter screened in each and every category separately.
- (f) Only work that was required and accepted will be included for payment

The basis of payment of this contract is the final linear kilometre regulated or profiled.

**4.1 ITEM 1: Establishment Payment**

The purpose of the establishment payment is for the establishment of mobile accommodation facilities to cater for all operation and support staff undertaking the service. Establishment for plant and machinery will be catered under this item. An establishment payment will be made after the contractor has fully established in each depot and will be included on the payment certificate that will be discussed on the payment meeting.

**4.2 ITEM 2.1: Open Track Screening**

Payment of screening Open Track is based on an estimated meters of ballast screened inclusive of the spoil removal system. The payment of an actual meters screened shall be paid as per items under 2.1. Please note that X17 (Low service damages) will factored to this item.

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**4.3 ITEM 2.2: Turnout Screening**

Tenderers are to provide specific offers of how screening of turnouts, when required, shall be undertaken as specific project. Payment shall be made per turnout screened as per items under 2.2. Please note that X17 (Low service damages) will factored to this item.

**4.4 ITEM 2.3: Tunnel Screening**

Tunnel screening: Screening in tunnels where screening is restricted because of narrow space per various ballast depths and will be paid per meters screened as per items under 2.3. Please note that X17 (Low service damages) will factored to this item.

**4.5 ITEM 2.4: Platform Screening**

Payment will be made for actual metres screened alongside platforms per various ballast depths as per items under s under 2.4. Please note that X17 (Low service damages) will factored to this item.

**4.6 ITEM 2.5: Bridge Screening**

Payment will be made for actual metres screened alongside platforms per various ballast depths as per items under 2.5. Please note that X17 (Low service damages) will factored to this item.

**4.7 ITEM 2.6: Drain Cleaning Team**

Payment for the cleaning of concrete or earth side drains, where required before screening of track, will be done in one of the following ways:

a) If labour is used which is part of the permanent allocation of labour as per the schedule of labour submitted with this tender per screener package, no additional payment for the drain cleaning will be made. To ensure full utilisation of this labour, the contractor shall inform the technical officer where this drain cleaning cannot be dealt with by this labour, therefore justifying one of the following different methods of payment for drain cleaning:

i) Day labour and or plant hire: The size of gang shall be agreed on between the Technical Officer and the Contractor for this work, based on a reasonable rate of production. Payment for the drain cleaning will then be made as day labour. Where this method of payment is used by the Technical officer.

ii) Drain cleaning may also be done using a separate resource apart from this contract or screener package.

b) Cleaning of drains after screening of spoil or ballast spilt into the drain during screening shall under all circumstances be part of the labour task of the labour supplied with a screener as part of the screener package.

c) Payment for drain cleaning shall allow for cleaning of drains on both sides of the track and shall consist of that which can reasonably be expected to be performed by the gang strength.

**4.8 ITEM 2.7 Supply of Lighting**

When night working and working in the tunnel is required and lighting is required over and above that provided on the machines, the supply and operation of adequate lighting will be paid per hour used under this Item.

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**4.9 ITEM 2.8: Wet Conditions (Tww)**

Payment will be made for actual hours worked, when working in rainy weather conditions (working when is raining) and or water running on the screening area, will be paid under item 2.8.

**4.10 ITEM 2.9: Total Rejection (Ttr)**

Payment will be made for actual metres rejected per various ballast depths as per items under 2.9.

**4.11 ITEM 3.a, b and c (Overtime Payment)**

This item shall also be used for any required and approved day labour. (Refer applicable clause of Part C3/A for additional preparation work). The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the *Project Manager*.

All Overtime, Sunday time and shift time will normally apply for all machines used for the entire package when working and when in transit only (when moving from one depot to another, this will not apply when machine is not moving/standing waiting for crews. The Project Manager however may decide to utilise the screener and tamper for different times of occupation, whereby time calculated may be different for parts of the package. This may occur whereby a screener is required to return to staging and a tamper is required to remain in section to finalise tamping later during the occupation or later between trains.

- (Normal Overtime and Saturday Overtime)
  - a) Overtime payments will be made for occupation time during weekdays (Monday to Friday) more than the hours of maximum occupation time (TOM) of 8 (eight) hours per day.
  - b) Overtime payment will also be made for work performed on a Saturday when more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.
- (Sunday overtime)

Overtime payment will also be made for work performed on a Sunday when more than more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.

**4.12 ITEM 4.a, b, and c: Shift Allowance**

- A shift allowance payment will be made for work performed on a Saturday when working ten days out of every fourteen days.
- A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working ten days out of every fourteen days.
- A night shift allowance payment will be made when a 9-hour occupation or part thereof falls between 18h00 and 06h00, and will be paid in addition to any other shift or overtime payments

**4.13 ITEM 5: Additional Day Labour**

- The rates for labour will apply in respect of additional labour accepted by the Project Manager. This item allows for the payment of person per day approved labour for tasks not forming part of the standard labour provided as part of each screener package.

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- 
- The day labour rate shall include all required protective or uniform clothing, hand tools and accommodation required for the labour
  - Transport of day labour shall either be provided for by the transport provided for in the screener package as part of the standard labour and transport provided for or as additional transport paid for under the day labour rates provided for in the schedule of quantities and prices.
  - Any additional transport shall be agreed on between the Project Manager and the Contractor.
  - Overtime for weekdays, Saturday, and Sunday time more than the hours of maximum occupation time (TOM) of 8 (eight) hours per day for additional day labour shall be paid for under items 5 respectively.
  - No shift time payment for additional labour shall apply even though day labour will be required to work the same shifts as that of the machines and standard labour. The Total Penalty calculated will be subtracted from the Contractors Payment monthly (before VAT).

**4.14 ITEM 6: Plant hire (TLB Machine)**

- Any additional plant required with any screener package not part of the schedule of plant of the standard provision for the screener package shall be paid for under this item 6.
- The cost for any plant item under this item shall include for a 9-hour workday. The rate shall include all fuel and operator or driver, properly qualified to operate the plant, including all support required for the operator to perform work, such as accommodation transport etc.
- Where plant hire items are required and the items break down, no payment for the day will be made. Where the machine works part of a day due to break down, only the proportional work time will be paid, relative to the required 9-hour work time.
- When any item of plant is required to work for more than the required 9 hours only an additional proportional payment rate shall apply for the additional work time and paid for Weekdays, Saturday, Sunday, and Public holidays.

**4.15 ITEM 7: Movement of the Machine Package**

- The basic fixed cost of the machines shall be part of the rate allowed for in the rate for item 2 for meters to be screened. This implies that the move cost shall therefore only allow for additional cost for a move if required.
- The additional move cost will be made per track kilometre for moving the machinery between depot and depot.
- No kilometre payment will be made when the machinery is hauled by Locomotive.
- Movement of the total screener package may be required to be undertaken on off-weekends, and the Contractor must make security arrangements and support staff for the move. Only the kilometre payment as per item 7 on the bill of quantities shall apply. No additional payment or overtime shall apply for these movements.

**4.16 ITEM 8: Water Truck**

If Transnet provide water for ballast and no payment for this will be made Payment will be made as per item 8, if the contractor is providing water for dust suppression.

**TRANSNET FREIGHT RAI****ENQUIRY:** SIC22003CIDB (HOAC-HO-37901)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS**4.17 ITEM 9: Spoil Wagons**

Payments will be made as per items 9 and will be paid only for the days that they were used to load and offload spoil. No additional payment for the offloading of spoil from Spoil wagons will be made when in transit (moving from one depot to another) No additional payment will also be made for offloading of spoil from DZ wagons used for spoil removal

**4.18 ITEM 10: Overtime for Spoil Wagons**

Overtime for spoil wagons: payments will be made as per the items 10 and will be paid when used to load and offload spoil, no overtime will be paid when in transit (moving from one depot to another).

**4.19 ITEM 11: Shift payment for Spoil Wagons**

Payments will be made as accordance to items 11 and will be paid when used to load and offload spoil. no overtime will be paid when in transit (moving from one depot to another).

NB: The quantities indicated in the Price List are estimated and not guaranteed to the contractor.



## TRANSNET FREIGHT RAI

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## C2.2 the price list

### Machine Category:

Ballast Screening Machine Service – General Freight Business and Heavy Haul Business

### Work Package:

Number of Machine Service Packages Required = 1

*NB\* The Employer reserves the right to reduce the number of Work Packages required prior to the award of contract.*

Item No	Description	Units	Qty	Rate	Amount
1,00	Establishment	Monthly	<b>12,00</b>		
<b>2,00</b>	<b>Screening of Open Track - excluding tunnels</b>				
2.1.1	Cut depth < 350 mm	m	37820		
2.1.2	350 mm cut depth to 450 mm	m	44871		
2.1.3	Cut depth > 450 mm	m	53343		
<b>2,20</b>	<b>Screening of Turnouts</b>				
2.2.1	1:9 Wood	ea	1		
2.2.2	1:2 Wood or concrete	ea	1		
<b>2,30</b>	<b>Tunnel Screening</b>	m	14660		
<b>2,40</b>	<b>Platforms</b>				
2.4.1	Cut depth < 350 mm	m	1		
2.4.2	350 mm cut depth to 450 mm	m	875		
2.4.3	Cut depth > 450 mm	m	1942		
<b>2,50</b>	<b>Bridges</b>				
2.5.1	Cut depth < 350 mm	m	224		
2.5.2	350 mm cut depth to 450 mm	m	239		
2.5.3	Cut depth > 450 mm	m	1543		
<b>2,60</b>	<b>Drain cleaning gang (10 + transport) Provisional</b>	day	106		
2.6.1	Overtime, after hours and Sat	hour	492		
2.6.2	Overtime, Sundays and PPH	hour	51		
2.6.3	Shift Saturdays	hour	123		
2.6.4	Shift Sundays	hour	124		
2.6.5	Night Shift, between 18h00 and 06h00	hour	25		
<b>2,70</b>	<b>Supply of lighting at worksite</b>	hour	580		
<b>2,80</b>	<b>Working in wet conditions ( Tww )</b>	hour	100		
<b>2,90</b>	<b>Total Rejection</b>				
2.9.1	Cut depth < 350 mm	m	3076		
2.9.2	350 mm cut depth to 450 mm	m	3157		
2.9.3	Cut depth > 450 mm	m	2919		
<b>3a</b>	<b>OVERTIME - Total Screener Package (Provisional)</b>				
3.1a	Overtime outside Tom of 8 Hours per	hour	438		



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	day				
3.2a	Overtime ( Sat.in excess of 5 out 7 & 10 out 4 )	hour	210		
3.3a	Overtime ( Sun. & PPH in excess of 5 out 7 & 10 out 4 )	hour	208		
<b>4a</b>	<b>SHIFT - Total Screener Package (Provisional)</b>				
4.1a	Payment for Saturdays working 10 out of 14	hour	144		
4.2a	Sundays & PPH working 10 out of 14	hour	153		
4.3a	NIGHT SHIFT between 18h00 and 06h00	hour	121		
<b>3b</b>	<b>OVERTIME - Tamper Only (Provisional)</b>				
3.1b	Overtime outside Tom of 8 Hours per day	hour	141		
3.2b	Overtime (Sat.in excess of 5 out 7 & 10 out 4 )	hour	90		
3.3b	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4 )	hour	109		
<b>4b</b>	<b>SHIFT - Tamper Only (Provisional)</b>				
4.1b	Payment for Saturdays working 10 out of 14	hour	97		
4.2b	Sundays & PPH working 10 out of 14	hour	97		
4.3b	NIGHT SHIFT between 18h00 and 06h00	hour	291		
<b>3c</b>	<b>OVERTIME - Travelling, total group operators (Provisional)</b>				
3.1c	Overtime outside Tom of 8 Hours per day	hour	194		
3.2c	Overtime (Sat.in excess of 5 out 7 & 10 out 4)	hour	81		
3.3c	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4)	hour	172		
<b>4c</b>	<b>SHIFT Allowance - Travelling, total group operators (Provisional)</b>				
4.1c	Payment for Saturdays working 10 out of 14	hour	129		
4.2c	Sundays & PPH working 10 out of 14	hour	112		
4.3c	NIGHT SHIFT between 18h00 and 06h00	hour	216		
<b>5,00</b>	<b>DAY LABOUR (Provisional)</b>				
5,10	Labourer	days	446		
<b>6,00</b>	<b>Provisional Hire of TLB Machine (9hours per day)</b>				
6,10	TLB machine including operator (9h/day)	hour	1010		
6.1.1	E/O Overtime	hour	230		



## TRANSNET FREIGHT RAI

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6.1.2	E/O Overtime Sundays and PPH	hour	157		
6,20	Truck to transport additional labour	day	120		
<b>7,00</b>	<b>Moving machines - total package</b>	km	7179		
<b>8,00</b>	<b>water truck</b>	day	143		
<b>Sub Total Part A</b>					
<b><u>Spoil wagons</u></b>					
<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>No.</b>					
<b>9,00</b>	<b>Machine Spoil wagons Hire</b>				
9,10	Spoil system incl off-loading (working with this contract)	day	250		
9,20	Spoil system incl off-loading (working other contract)	day	100		
9,30	Ventilation system for tunnels (including working with other cont.)	day	12		
<b>10,00</b>	<b>Overtime for Spoil System (Provisional)</b>				
10,10	Overtime outside Tom of 8 Hours per day	hour	430		
10,20	Overtime (Sat.in excess of 5 out 7 & 10 out 4)	hour	187		
10,30	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4)	hour	219		
<b>11,00</b>	<b>Shift payment for Spoil System (Provisional)</b>				
11,10	SHIFT (Saturdays working 10 out of 14)	hour	240		
11,20	SHIFT (Sundays & PPH working 10 out of 14)	hour	217		
11,30	NIGHT SHIFT between 18h00 and 06h00	hour	245		
<b>Sub Total Part B</b>					
<b>Total Part A + B</b>					
<b>Total excluding VAT</b>					
<b>VAT</b>					
<b>GRAND TOTAL INCLUDING VAT</b>					

NB: The quantities indicated in the above Price List are estimated and not guaranteed to the contractor.

\_\_\_\_\_  
Bidder's Signature

## **Part C 3.1**

### ***Service Information by the Employer***

# **Maintenance of Railway Track with Ballast Screener: Open Line (High) Countrywide for A Period Of 12 Months**

	Name	Position	Signature	Date
Compiled by:	Silas Muravha	Chief Engineering Technician		08/04/2022
Reviewed by:	Tenny Madiba	Acting Senior Contract Manager		

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**TRANSNET FREIGHT RAIL**

RFP NO: SIC22003CIDB (HOAC-HO-37901)

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES (**HIGH PRODUCTION**) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWELVE (12) MONTHS

**1. DEFINITIONS**

The following definitions shall apply in addition to those of any specifications attached.

- 1.1 **Final screened km:** Kilometre of track section finalised (i.e., ballast screening plus all other necessary activities to restore track to the A-Standard) to the *Employer's* required specification.
- 1.2 **Free- on- rail:** Free on rail implies allowing the *Contractor* to move an On Track machine from one track destination to another with no track usage cost levied on the *Contractor*. The *Employer* provides the right of passage and the pilot required, without cost and at times whereby such a passage and pilot can be made available by the *Employer*. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the *Contractors* depot if required by the *Contractor*. Free-on-Rail movement of a machine during a contract for major workshop repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur during the *Contractors* time.
- 1.3 **E7/1:** Specification for General Work and Works On, Over, Under, Or Adjacent to Railway Lines and Near High Voltage Equipment
- 1.4 **OEM** refers to the Original Equipment Manufacturer of the Machinery
- 1.5 **Ballast Screener:** Also referred to as the Machinery: All on-track machinery provided by the *Contractor* for executing the Work, i.e., the entire on-track machine package, complete with all fittings, accessories and all ancillary equipment, as may be required to comply with the Contract specifications.
- 1.6 **Service Manager.** The person or juristic person appointed by the *Employer* from time to time to administer the contract according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.7 **Supervisor.** Any person appointed by the *Employer* to administer the performance and quality of the works according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.8 **Normal Working Hours (NWH).** A continuous shift of 8 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Supervisor will determine the starting times, which may vary to suit seasonal changes or train time tables.
- 1.9 **Maximum Occupation Time (TOM)** means the total occupation time granted by the *Employer* to the *Contractor* to execute the *services* as per the contract agreement.
- 1.10 **Working time.** The time between the actual start and end times of an occupation, excluding time on the critical path of the day's relay operations lost which may be attributed by the *Employer*.
- 1.11 **Overtime.** Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7- day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the *Service Manager*.
- 1.12 **Normal Shift Working** (not exceeding Normal Working Hours): Shifts (8 hours) worked on Saturdays, Sunday, or on Public Paid Holidays, up to Normal Working Hours.
- 1.13 **Night Shift Working** (Occupation time between 18h00 to 06h00): Night Shift Working will apply to any part of any shift for which occupation time has been approved and happens to fall between 18h00 and 06h00 on any day of the week inclusive of Public Paid Holidays.
- 1.14 **Double Shift Working:** A second shift of 8 hours within one particular 24 hour day. Double Shift Working may be used by the *Employer* as and when required.
- 1.15 **Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in

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accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.

- 1.16 **Total Occupation Time (To):** shall be the total of the time from when the first on-track machine arrives on site until the last machine leaves the site. **Train Crossing Time (Tx):** means the time for the machine to wait for train crossings.
- 1.17 **Travelling Time (Tt):** means the time for the machine to travel on track between work site and the staging site (or vice-versa), or between work sites, or to clear the section.
- 1.18 **Movement Time (Tm):** Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- 1.19 **Breakdown time (Tb):** means all periods during which any machine or any part of a machine is non-available.
- 1.20 **Standing Time (Ts):** means the loss of Working Time (Tw) incurred by the *Contractor* due to reasons attributed to the *Employer*.
- 1.21 **Shutdown:** Closure of a specific line, for example the Iron Ore line once a year for limited period of time (e.g. 10 days) to perform a large volume of work. Shutdowns on various lines may be to varying degrees i.e. it may range from total shutdown perhaps requiring Double Shift Working where all normal train traffic on a line is suspended for the duration of the shutdown to a situation utilizing extended occupations with normal train operation windows in between. Some Shutdowns will be partial in the sense that while work is performed on one line and on one section of the line, normal train operations will proceed on adjacent line/s and adjacent sections of the same line.
- 1.22 **Standing Time:** means the loss of Working Time (Tw) incurred by the *Contractor* due to reasons attributed to the *Employer*
- 1.23 **Standing Time Allowance** is the time that the *Employer* allows for unforeseen disruption in the Working Time. Standing Time Allowance should be included in the tendered rates.
- 1.24 **Emergency work** means unplanned work that may be requested by the *Employer* as and when an incident or risk arises. The *Employer* will make all the necessary arrangements to move the machine to and from the emergency work side.

**2. DESCRIPTION OF THE WORKS**

**2.1. Overview**

This contract includes the maintenance of existing railway track, with an On -Track Ballast Screening machine. The work shall consist of the provision of all on track machines required for screening of ballast and related output, the operation and maintenance of all equipment, the provision of all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts and consumables and support required to achieve the output.

**2.2. Machine Requirements**

2.2.1. The minimum requirements for this ballast screening contract shall include:

- (A) **High Production Ballast Screener:** High production mechanised ballast screening machine, plus 2 Ballast Regulators, 2 Heavy Ballast Tampers, Ballast Stabiliser, TLB, 7 self-discharging spoil wagons and a fan wagon for working in the tunnel.

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- 2.2.2. Ballast screening shall entail the screening of ballasted track on open track, tunnels, bridges and culverts, and adjacent to turnouts.
- 2.2.3. The Works include open track screening (including screening in wet conditions or total rejection of ballast): Screening of ballast in track using an on-track ballast screening machine capable of delivering at least the minimum screening rate as specified.
- 2.2.4. The ballast screener, tampers, regulators and stabilisers shall be able to operate completely independently and be self-propelled.
- 2.2.5. The ballast screener package will be required to work individually.
- 2.2.6. Resources offered in this screener package may be required to work separately should the *Employer* require. This implies that contracted tampers, regulators and stabilisers and self-discharging spoilwagons may work individually or separately from the ballast screener.
- 2.2.7. The following types of ballast screener capacity is required:

Machine and/or Type of Machine output required	Planned depot or area where machine is required to work	Estimated Workload: Number per year per machine*	Estimated Total Workload over 12 months per machine*
<b>High production ballast screening machine</b> capable of screening ballast at a rate of at least 650 m <sup>3</sup> per hour	All depots country wide including neighbouring countries	Approximately 320 final track km/ year per machine	Approximately 320 final track km over 12 months per machine

*\* Length of track to be screened is not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet.*

- 2.2.8. Bidders may offer different machine combinations other than the minimum requirement to optimise the track occupation time. Track occupation time and technical capability shall however be an important consideration in the award of the contract. The rate of work i.e., rates of screening, regulating, tamping, stabilization capability and rate of spoil removal are factors which shall be considered for the award of the contract. Any machine combination offered shall however meet the minimum requirements outlined above and shall have the capacity to work at rates defined above.
- 2.2.9. The machines are required to complete and finalize all ballast screening, including all ballast work, lifting/aligning, tamping and ballast stabilizing i.e., all work associated with the ballast screening project in an 8-hour occupation.
- 2.2.10. The *Contractor* shall give clear details of production rates (in m<sup>3</sup> per hour) offered in his tenderreferenced to all factors e.g., track curvature, gradient, length of occupation time, weather (raining, cold and hot), rail temperature, ballast fouling, tunnels, platform, and level crossing that might have an influence on his production rates.
- 2.2.11. Any factors that affect the Machinery's production shall be made known. These factors should be coupled by a scientific rationale/formula and values. Production rates for these factors should besupplied as well.
- 2.2.12. All machines shall be designed and able to work under the following conditions:

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- All on-track machines shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance. Should any Machinery exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings.
- Travel and work within the structure gauge given in Annexure 1 of the Manual for Track Maintenance, including open lines, lines in tunnels and along platforms.
- Track gauge: 1065 mm.
- The Equipment shall be limited to a maximum of 22 tonnes per axle when fully loaded for high production ballast screening machines, and a maximum of 20 tonnes per axle when fully loaded for low production ballast screening machines.
- Single lines or multiple lines with a minimum distance between track centre lines of 3,8m.
- Meet or exceed the minimum specified production rates while working self-propelled on uphill track gradient of 1 in 50, or flatter
- All on-track machines shall be capable of travelling self-propelled on a maximum uphill track gradient of 1 in 40
- All on-track machines shall be capable of travelling self-propelled on curves of minimum radius of 90 m
- All on-track machines shall be self-propelled and be capable of travelling free on level track at a minimum speed of 60 km/h
- Work during ballast screening on curves of a minimum radius of 350 m for high production ballast screening machines, and a minimum radius of 125m for low production ballast screening machines.
- Work on rail sizes from 40 kg/m to 60 kg/m (inclusive)
- Work on all types of sleepers in track: steel, wood or monolithic concrete
- Sleeper spacing of 500 mm to 800 mm.
- Work site altitude range: 0 to 2000m above sea level.
- Work within rail temperature range: -10°C to + 60°C.
- All machines shall have power service brakes with independent operation to each axle capable of providing a minimum retardation on dry rail of 12.5% of gravitational acceleration at travelling speed.
- All machines shall be equipped with emergency brakes which function independent of the service brakes and which shall operate on at least one wheel-set and be capable of providing a minimum retardation on dry rail of 6.5% of gravitational acceleration at travelling speed.
- All machines shall be able to reliably and consistently actuate all colour light signals working on the principle of either track circuits or axle counters.
- All machines shall have an adequate lighting system for operation at night and working in the tunnel.
- All machines shall be fitted with two electric headlamps of at least 100W each and two red warning lights at each end of each machine.
- All machines must be fitted with tracking devise to be able to locate the machine when in movement from one depot to another.
- The Screener machine must be fitted with dust suppression.
- The *Contractor* must provide the armed security in all the machines while in transit and when camping for working in all sites.
- The *Contractor* must provide water and ablution facilities in all sites.

2.2.13. The contract shall include the provision of, and management of a suitable number of basic crew of qualified operators and *Supervisors* as well as all skilled and unskilled labour to operate the machine safely in line with tendered production rates and within available occupation times.

2.2.14. Spoil removal is required for this ballast screening contract. Screening therefore includes the requirement for spoil removal by self-discharging spoil wagons. Spoil removal shall be done by one of the following means:

- a) A High spoil removal rate is required for those sections of line where the screening may be severely restricted because of the requirement to remove all spoil. No spoil may be dumped directly next to the track on any *TFR* line unless approved by the Supervisor. Spoiling next to the track may only be done temporarily on the condition that the spoil is moved by the *Contractor* to a designated spoil *Site* within

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72 hours. This will apply Countrywide.

- b) Bidders shall clearly indicate capability and capacity offered together with all the rates of spoil disposal, labour and machine work required to support spoil disposal. The spoil removal restriction on potential screening output will be considered for the award of the contracts.
- c) *TFR* workload shall also require splitting spoil removal wagons to work with separate screeners where this is required and possible. Bidders shall therefore also clearly indicate capacity to split spoil wagons and qualify any requirements such as additional match or runner wagons.
- d) Bidders shall also clearly indicate the traction requirements for the spoil removal system.

### 2.3. Location of the Works

- 2.3.1. The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, in addition to neighbouring countries.
- 2.3.2. The *Contractor* may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas.
- 2.3.3. TFR will make available to the *Contractor* lines where the machine may be commissioned and tested. Work done during the commissioning or testing period is not eligible for payment under the Contract unless provided the standards as per Contract specification are met.

### 2.4. Commencement and Duration of Contract

- 2.4.1. The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The *Contractor* shall be able to commence with the service within 3 months (90 days) of contract award.
- 2.4.2. Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.
- 2.4.3. The duration of this screener contract is twelve (12) months. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on *Site* conditions and is expected to be carried out over the full duration of the contract period of twelve (12) months. The *Contractor* shall Supply, Operate and Maintain the machine.
- 2.4.4. The Contract can be terminated by mutual agreement should technical, production or safety problems become evident during the execution of the works.

## 3. PROCUREMENT

### 3.1. Subcontracting

No part of the contract may be sub-contracted in any way without written approval from *Transnet Freight Rail (TFR)*.

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### 4. ENGINEERING

#### 4.1. Design Procedures

- 4.1.1. It is a specific requirement of this Contract that all wagons for use with the machine, including any modifications, shall be pre-approved at the design stage by TFR Train Design Department.
- 4.1.2. During commissioning and before putting any wagons into service, these shall be finally approved by TFR Train Design Department as being "Rail Worthy".
- 4.1.3. It is also a specific requirement that all wagons for use with the machine, including any modifications, shall comply with the requirements of the Rail Safety Regulator (RSR).
- 4.1.4. The *Employer* will test all on-track machines regularly for rail-worthiness before being permitted onto operational tracks. The *Employer's* approval in this regard shall under no circumstances mean to imply that the *Contractor* is released from his liability and/or responsibility for ensuring that all machinery is operationally safe and rail-worthy. The *Contractor* shall remain ultimately responsible for the safety and condition of his machines and equipment. These tests will include:
- Regular testing of braking efficiency. The minimum required braking is measured by Tarpley meter, for the service and emergency brakes respectively. Brake testing shall also include for checking for pressure loss on brake cylinders and circuits, wear and setting of brake shoes;
  - Maximum wheel-tread and rim wear, distance between wheel-flanges and ultrasonic testing for flaws in running axles all measured for compliance with the standards of the *Employer*;
  - Speedometer, sirens, drawbars and mechanical locks on hydraulic components to function properly.
- 4.1.5. Should a joint inspection of the Machinery by representatives of the *Employer* and the *Contractor* reveal that any on-track machine or wagon is not in a safe working condition, the *Service Manager* may order the temporary withdrawal of the machine from the service.

### 5. CONSTRUCTION

#### 5.1. Works Specifications

The following additional specifications shall apply:

- TFR Trains Working Rules
- TFR Protection Manual
- TFR Electrical Safety Instructions
- TFR Infrastructure Safety Guidelines.
- TFR S410 Specification for Earthworks
- E10: Specification for Railway Trackwork.
- E10/1: Specification for laying of rails.
- E10/2: Laying of sleepers.
- E10/4: Ballasting and tamping.
- E10/5: Destressing of rails.
- E10/6: Building and Replacement of sets.
- E10/7: Field welding of rail joints.
- E10/9: Slewing and Alignment.
- E10/11: Surveying and setting out of track alignment and referencing.
- E10/12: Installation of insulated rail joints
- E4B (November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority
- E4E SHE Specification for *Contractors*
- Addendum No 1 to Specification E7/1 (May 2011)

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- Specification E7/1 (May 2011): Specification for works on, over, under or adjacent to railway lines and near high voltage
- Manual for Track Maintenance
- Track Welding Manual
- SANS 1921-1-2004 Part 1

### 5.2. Plant and Materials

- 5.2.1. The *Employer* will make available to the *Contractor* on specific request a limited number of rail freight wagons for transporting his Plant, Equipment and Materials from the *Employer's* Infrastructure Depot to Infrastructure Depot during execution of the work.
- 5.2.2. These wagons will be moved "free on rail" together with the relevant on-track machines in accordance with the requirements and processes applicable to normal train traffic.
- 5.2.3. The *Contractor* shall specify how many wagons and what type does he want for the usage of moving his Machinery and equipment as well for accommodating his employees during the course of the contract. The *Contractor* to return the *Employer* wagons at the end of the contracting period. These shall be in the similar condition as when the *Employer* gave them away to the *Contractor*.
- 5.2.4. Arrival of these wagons at destinations during movement from depot to depot on *Employer's* network could be problematic and erratic in terms of predictability and no claims regarding delays or standing time resulting from the use of these wagons will be entertained by the *Employer*.
- 5.2.5. The *Contractor* will be allowed to effect modifications to these trucks to suit his requirements for work under the contract. Such modifications will be the *Contractor's* responsibility and for the *Contractors* account.
- 5.2.6. The *Contractor*, at his own cost shall have the trucks re-instated to their original condition and shall remove the modifications at the end of the contract.
- 5.2.7. Before the *Contractor* commences to carry out any alterations to the trucks, he shall provide the *Service Manager* with sufficient information of the alterations to enable him to approve that dimensional and structural tolerance will not be exceeded.
- 5.2.8. The *Contractor* shall clearly state in his tender the types and number of rail trucks required for the contract as well as the modifications he intend doing to the rail trucks
- 5.2.9. The *Employer* shall supply and control all flags and detonators for protection of the work sites.
- 5.2.10. The *Employer* will supply all permanent way materials required for the execution of the works. Materials will be provided in railway wagons.
- 5.2.11. The following items of Plant will be provided on loan for the duration of the Contract at no cost to the *Contractor*:
  - One set of locomotives will be allocated for shunting and for movement purposes. It will be advantageous should the process be able to move by itself without assistance of locomotives.
  - The locomotive set will be available (inclusive of fuel and driver crews and shunt crew) for the duration of the shunting work required.

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- 5.2.12. Care of Plant Supplied by the *Employer*: The *Contractor* may have full use of the rail trucks associated with this contract, provided that he adheres to the structural, mechanical and safety limitations laid down by the *Service Manager*. The *Contractor* shall take all reasonable care to prevent damage to Plant supplied by the *Employer*. Any damage through neglect shall be made good, in accordance with the instructions of the *Supervisor*, to the cost of the *Contractor*.
- 5.2.13. Care of material Supplied by the *Employer*. Should lost or damaged material be replaced by the *Employer*, the value of the material plus the cost of transport, including re-railing at the normal tariffs applicable to the public, will be deducted from any moneys payable to the *Contractor*.

**5.3. Construction Equipment**

The *Contractor* shall in addition to what is stipulated in Maintenance of Track with On Track Machinery, provide the following additional facilities and support for a screening project:

- 5.3.1. The *Contractor* shall provide lighting to all workplaces in tunnels and other workplaces where work is to be taking place during the hours between 18:00 and 06:00. Transnet Freight Rail will notify the *Contractor* one-month prior of lighting arrangements to be made. The lighting shall be of intensity and spread to satisfy the Supervisor that work can proceed efficiently and safely.
- 5.3.2. All tools/equipment, per way, small plant, earthworks plant, cranes, lifting equipment and vehicles of every description necessary for the execution of the works shall be supplied by the *Contractor* complete with fuel, spares, maintenance, competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainably operate the machine safely in line with tendered production rates and within available occupation times.
- 5.3.3. The *Contractor* shall supply all wagons that are being part of a work train and essential for the execution of the contract. Examples of such wagons:
  - Wagons forming part of the basic machine such as spoil removal wagons or material wagons as part of the machine process and a fan wagon to work inside the tunnel.
  - Match wagon with Spoil removal wagons
  - Wagons to move support machines with e.g. Wagon to load tampers for moves with screener package
  - Wagons for Water/fuel tanks (water tankers not included)
  - Any other critically required wagon specifically being part of a machine package. (Tenderers to clearly specify what wagon and for what critical process used as well as consequence if wagon is not available.)
- 5.3.4. The *Contractor* shall supply all wagons that may be critically important for the execution of the contract but can be replaced by road transport. Any such wagons, if provided or allowed as part of the contract, shall under all circumstances be limited to a number, together with the essential wagons of the work group, which can be hauled as one train by one 37 class diesel locomotive or equivalent loco when moving camp. Examples of such wagons are:
  - Fuel bowser wagon.
  - Storage wagons for machine parts such as screener cutter bar, and parts of large contracts.
  - Wagon or caboose for guards with train to ensure security of machine group when moving, stopping and when staged.
  - Any other critically required wagon specifically being part of a machine package. (Bidders to clearly specify what wagon and for what critical process used as well as consequence if wagon is not available.)

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5.3.5. Should Transnet Freight Rail require any ballast tamper or regulator or Stabiliser for other work (e.g., emergency work), arrangements for payment will be made by utilising the relevant item in the schedule of prices of this contract relevant to each individual machine.

**5.4. Existing Services**

5.4.1. The *Contractor* shall take note of all OHE equipment, red and other electrical bonds on the work Site and shall not interfere, damage, or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer.

5.4.2. The *Contractor* shall take note of all signaling equipment on the work Site e.g., signals, signal cables, block joints, signal bonds, axle counters, hotbox detectors etc. and shall not interfere, damage, or work on them unless under direct supervision of designated and competent Transnet Freight Rail (TFR) signal technicians.

5.4.3. All bonds shall be supplied by the *Employer*, but the *Contractor* must install bonds under supervision of the *Employer*. The *Contractor* shall have the necessary tools to install the bonds. The *Contractor* shall be aware that where maintenance of the signaling and electrical equipment machines or assets change, he shall keep up with the latest technologies.

5.4.4. Before doing excavation work anywhere on a work site the *Contractor* shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the *Employer's* Maintenance Manager (Track). Only on his specific and written authorization shall any excavation work be carried out.

5.4.5. In the event of contact or damage to any overhead or underground cable on the work Site, work shall be stopped and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.

5.4.6. Where existing water supply is available within the railway reserve and is deemed sufficient by the *Employer's* Depot Engineering Manager to also supply the construction process, this supply may be made available to the *Contractor* for use in the construction process. If not allowed by the *Employer's* Depot Engineering Manager or where not available, the *Contractor* shall make his own arrangements to obtain suitable supplies.

5.4.7. It is the responsibility of the *Contractor* to provide water to his staff and machine. It shall be noted that it is not the responsibility of the *Employer* to stage the machines in areas where water is available; it will be an advantage if such places are available, but it is not a requirement.

**5.5. Site Access**

5.5.1. All *Contractor's* personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place.

5.5.2. Site access will be denied to the *Contractor* should the site access certificate not be issued.

**5.6. Site Establishment**

5.6.1. Subject only to the discretion of the Depot Engineering Manager responsible for the area, yard lines within the railway reserve may be made available to the *Contractor* for staging the wagons making up the consist of the machine.

5.6.2. Subject only to the discretion of the *Employer's* Depot Engineering Manager, areas within the railway reserve may be made available to the *Contractor* for accommodation, offices/workshops, or stores.

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Where not allowed, the *Contractor* shall make his own arrangements elsewhere, at the expense of the *Contractor*.

- 5.6.3. If the *Contractor* is allowed by the *Employer's* Depot Engineering Manager to utilize areas within railway reserve for his purposes of whatever nature, it shall be noted that normally electrical, water supply and sanitation will not be available. The *Contractor* shall be required to make his own provisions forelectrical, water supply and sanitation. Additionally, the *Contractor* shall comply with Environmental Health and Safety legislation when utilizing areas within railway reserve. On vacating the site, the site shall be cleared up and re-instated to the acceptance of the *Employer's* Depot Engineering Manager.
- 5.6.4. Security (armed) of the *Contractor's* property, equipment, materials, vehicles, and workforce shall always during the contract be his sole responsibility. No claims will be entertained to Transnet Freight Rail (TFR) in this regard.
- 5.6.5. The *Contractor* shall be required for each work Site to have available for his work force suitable sanitation in accordance with the Act 85 Regulations.
- 5.6.6. On some lines or for some yards of *Transnet Freight Rail (TFR)*, the *Contractor's* staff will be required to obtain security permits from *Transnet Freight Rail (TFR)* before being allowed to work there. These permits will be issued free of charge.
- 5.6.7. The *Contractor* shall note that not all the sites will be accessible via a service road in some instances. The *Contractor* shall have a plan to make the sites accessible to him/her to do the work at his own cost.

**6. MANAGEMENT**

**6.1. Planning**

- 6.1.1. Monthly Project Meetings will be conducted to monitor progress and discuss contractual issues. These meetings shall be attended by *Contractor*, Supervisor, and the *Service Manager*. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards.
- 6.1.2. A concise maintenance programmed showing the *Contractor's* planned programme for the following month and the order in which he intends to execute the daily screening operations shall be provided by the *Contractor* based on the work area required by *Transnet Freight Rail*. The detail program will be agreed upon between the *Supervisor* and the *Contractor*.
- 6.1.3. TFR will provide the plan of work sites to be covered. Furthermore, it's a specific requirement of this contract that the *Contractor* pre-plan the production of each month ahead. Monthly production shall be pre-planned directly with the *Supervisor* and be conducted on-site.
- 6.1.4. The *Contractor* is required to do inspection of each work site and must bring his/her own team of personnel to assist to box out (dig) ballast prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the *Employer's* inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor. This include amongst other things volume of ballast in track, gradient, radius, length of track segments, level crossings,

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negative returns, tunnels. The *Contractor* and Supervisor shall do all the required measurements of the above mentioned and draw up programme to meet the planned targets.

- 6.1.5. All sections requiring screening are to be fully evaluated/inspected (by *Supervisor* or representative and the *Contractor*) in terms of estimating screening requirements and costs, including drain cleaning, ballast required, spoil conveyors etc. Information such as fouling indices, ballast depth, spoil *Sites* etc. may be provided by the depot if already available.
- 6.1.6. When screening around or over cross-over's in double track, a proposed flow chart detailing all activities for screening and finalising of cross-over's (when applicable) is also to be handed to the *Supervisor* for discussion at this meeting.
- 6.1.7. Sections of bad drainage are to be identified. Where cleaning of drains are required before screening, the *Contractor* shall agree on work to be done with the *Supervisor* beforehand and arrange for this work to be done in one of the following ways :
- As part of the actual screening, during the screening process, with spoil from drain placed on the formation, or
  - Before screening to allow formation time to dry out, with spoil placed on the formation; or
  - By separate means such as earthmoving and/or drain cleaning equipment, or drain cleaning gangs.
- 6.1.8. All restricted screening sections where an anticipated production rate of less than that specified, per day of tendered Tw, is expected, shall be identified. The conditions not allowing the required production rate shall be recorded and the target shall be agreed by both the *Supervisor* and the *Contractor*.
- 6.1.9. An ongoing report is to be provided on the screen sizes and the effect on the required level of ballast quality.
- 6.1.10. The maximising of the use of the spoil conveyors on *Site* and the economic viability of the recovery of ballast shall also be continually considered and be discussed with the *Supervisor*.
- 6.1.11. The logistics surrounding the maximising of the use of new ballast supplied shall be discussed.
- 6.1.12 The 10% penalties will be imposed to the *Contractor* and subtracted to final payment of the month of the work done if task order of the month is not achieved/due to under performance.
- 6.1.13 The 5% penalties will be imposed to the *Contractor* and subtracted to final payment of the month of the work done due to breakdowns during the execution.

## 6.2. Site Records

- 6.2.1. A *Site* Instruction Book with triplicate pages shall be provided by the *Contractor*. The format for written communication on *Site* shall be the *Site* Instruction Book. A new page shall be used for each *Site* Instruction. *Site* Instructions shall be deemed to have been noted by the other party at the end of each work day. For this purpose, the *Site* Instruction Book shall be checked, and new *Site* Instructions signed-off by both *Transnet Freight Rail (TFR)* and the *Contractor* at the end of each workday.
- 6.2.2. A *Site* Diary with triplicate pages shall be provided by the *Contractor* and be always available on site. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Quantities completed for each day shall



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also be recorded and signed off by both by the *Employer* and the *Contractor* at the end of each day. The *Contractor* shall record following in the *Site diary*:

- Occupation and Working time
- Details of performance of the machines as well as the final length of track screened per day per track category (Track categories as in the Schedule of quantities and prices).
- An accurate recording of all material received or purchased.
- Details of plant, machinery and labour on Site, clearly indicating the staff used to perform various different functions.
- Minutes of the Site meetings.
- The Site diary shall be signed on a daily basis by both parties.
- Information shall be reported as per the daily report, emailed electronically including train crossing numbers and minutes delayed, the following day before 08h30.

6.2.3. The information in the Site Diary shall be identical to the report generated by the machine. The *Employer* shall provide a template and it shall be the source document for monthly payment certificates.

6.2.4. The daily report e.g., travel to site, cut in, screening, cut out, finalizing and travel return to staging sites times as well as production figures shall always be recorded and submitted to the Supervisor and *Service Manager* daily every morning for the previous day's occupation by email at 08:00.

6.2.5. A *Transnet Freight Rail (TFR)* Track Inspector shall on completion of each project inspect and measure for purposes of verifying quality for payment purposes. A formal handing over of the completed project shall be signed off by the Depot *Supervisor*, for the project to be eligible for payment.

### 6.3. Occupations

6.3.1. Although not guaranteed, the *Employer* will realistically arrange occupations according to the approved programme of typically 8 hours for any one occupation.

6.3.2. It may be possible to arrange extended occupations and even double shifts on some sections of the line, on certain days, during which the ballast screener and all other machines may remain in thesection. It is a strict requirement for the ballast screener and all other machines to work double shifts as and when required by the *Employer*, therefore the *Contractor* shall allow in his rates for double shift working during shutdowns or during normal occupations as and when required. In these cases occupation time will be calculated as the total period that all or any of the on-track machines actually worked.

6.3.3. Travel time from the staging site to the work site and back to staging site will be included in the Occupation Time (To).

6.3.4. During the occupation the line will be closed to normal rail traffic over the section on which the *Contractor* is working. Protection of the site shall be as per the protection manual under direct control and supervision of the *Employer* Platelayer/Track Inspector.

6.3.5. The *Contractor* shall control and be responsible for the movements of all plant including that of the *Employer*, within the confines of the area of the occupation of the loading and off-loading operation and during its duration. At all times, the movement of plant will be undertaken as laid down by the *Supervisor*.

6.3.6. The *Contractor* shall however allow that:

- Before midday during any shift the commencement time and duration of the following occupation will be advised in writing.
- Occupations may commence at any hour of the day or night and on any day of the week. The *Employer* requires that all the on-track machines may work double shifts and therefore the *Contractor* is expected to price his tender based on similar requirement. The double shift will be paid against the tendered items.

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- 6.3.7. Any adjacent track will run normal train services at normal section speed. The *Contractor* will be required to apply his Safety Procedure to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.
- 6.3.8. Occupations shall be called for on any day of the week or month of the year. The Contract shall allow in his tender for the normal builder's break from middle December to 2nd week in January every year with the specific provision that in the case of an emergency the process may be called from leave during the builder's break to do ballast screening.
- 6.3.9. The *Contractor's* Track Master/Track Inspector shall take full charge of the *Contractor's* resources on the work *Site*. An employee/agent appointed by the *Contractor*, will not act as, or be allowed to take on any responsibility of *TFR Track Master/ Track Inspector*. The function of the *TFR Track Master/ Track Inspector* is restricted to competent *Transnet Freight Rail (TFR)* employees only
- 6.3.10. The *TFR Track Master/ Track Inspector* shall be a competent *Transnet Freight Rail (TFR)* employee, reporting to the *Transnet Freight Rail (TFR)* Depot Engineering Manager. This *TFR Track Master/ Track Inspector* shall be responsible for the following on a work *Site*:
- Taking occupations
  - Placing and controlling the flagmen
  - Declaring the track safe for the passage of trains
  - Cancelling the occupation and recalling the flagmen
  - Communication with train traffic control with regard to occupation matters.
  - The issue and control of all flags and detonators
- 6.3.11. All on-track machines shall be required to work on the finalising day to meet the target. The *Contractor* shall have a relief crew to carry on finalising and moving the machines to their staging points. The relief crew shall be deemed to be included in the tendered rates; no separate payment shall be submitted by the *Contractor*.
- 6.3.12. The *Contractor* shall provide a cell phone to the worksite for the exclusive use of Transnet Freight Rail (TFR) for logistical and operational arrangements.



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### 6.4. Protection

- 6.4.1. The method of work shall be such that work may proceed either under “total occupation” or “between trains occupation” and shall at all times comply with *Transnet Freight Rail (TFR)* Specification E7/1.
- 6.4.2. Normal protection measures in accordance with the *Transnet Freight Rail (TFR)* Train Working Rules shall apply.
- 6.4.3. All protection arrangements shall at all times remain under the supervision and responsibility of a *Transnet Freight Rail (TFR)* Track Master/ Track Inspector.
- 6.4.4. The *Contractor* shall supply at least two flagmen per work *Site* for protection duties. The cost for these flagmen will be deemed included in the rates tendered and no separate payment shall be made.
- 6.4.5. The *Contractor* will be required to supply six of his employees to be trained and certificated in performance of protection duties. The *Contractor* shall appoint at each work *Site* a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work *Site* of approaching rail traffic.
- 6.4.6. The *Contractor* shall not allow any persons on the work *Site* to venture within the structure gauge when this warning procedure is not operating effectively.
- 6.4.7. The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work *Site* by all personnel within a radius of 100m around the centre of each work *Site*. The cost to the *Contractor* of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 6.4.8. An effective safety procedure to be followed by all personnel on any work *Site* in the case of approaching rail traffic on adjacent lines shall be compiled by the *Contractor* and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a *works Site* before work proceeds.
- 6.4.9. *Transnet Freight Rail (TFR)* shall make available a Track Master to be in charge of the protection arrangements on *Site* and to declare the track safe for the passage of trains during the work and on completion of work. He may use flagmen provided either by *Transnet Freight Rail (TFR)* or the *Contractor*.

### 6.5. Machine Movement

- 6.5.1. A free on rail facility will be made available to the *Contractor* for the conveyance of plant, equipment, or material of the *Contractor*. This will apply to *Contractor's* items coupled to a train or loaded onto railway trucks. This arrangement will be valid for the duration of the Contract and apply to all items for use under the contract.
- 6.5.2. The *Contractor* may make use of this facility for transport from the *Contractor's* workshop or depot to the area of operation or vice versa, or from one area of operation to another, or, in the case of plant imported specifically for use on this contract, from the port of off-loading to the worksite. Prior approval for the movement of any machines shall be obtained from the *Service Manager* in writing.
- 6.5.3. The initial move of the Machinery from the *Contractor's* premises to the first RTD as well as the final move on completion of the contract from the last RTD back to the *Contractor's* premises shall not be paid for. A free on rail facility will however be available for this purpose.
- 6.5.4. Should the *Contractor* elect to transport any Machinery and equipment by road the *Contractor* shall not be entitled to separate payment. The cost of such road transport shall be deemed to be included in the

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rates tendered

- 6.5.5. The *Contractor* will make all the arrangements directly with the National Command Centre (NCC) to move the Machinery by rail based on the programme agreed with the *Service Manager*. Movements inside a depot area will be arranged by the *Supervisor* for the particular depot. Each application shall reflect all relevant and specific details of special conditions for the handling of the machine consist by *TFR* during each move. It is the responsibility of the *Contractor* to make sure that his machines are shunted and prepared for movement.
- 6.5.6. When required for productivity reasons, it will be necessary to move machines over an off-period. The *Contractor* will then be required to arrange for security and supervision to have the machines moved by rail over this off-period. The *Contractor* will be required as part of his tender to have an additional team available to facilitate the movement of the machines during the off-periods. No overtime or additional move cost shall apply for such a move.
- 6.5.7. Included in the application for the move the *Contractor* shall provide name, identity number and grade of all employees travelling on the train. Specific details shall be given separately of the person in charge as well as staff required, to travel on machines.
- 6.5.8. Should the *Contractor* delay a move, the full occupation times thus not utilised will be counted as working time for the purpose of calculating required production.
- 6.5.9. Should *TFR* delay a move of the Machinery from one Depot to the next by not starting the move on the scheduled day, no payment of standing time shall apply.
- 6.5.10. The distance of moving the machine from the *Contractor's* premises at the commencement date to the first Depot will not be paid for, although the free on rail facility will be available to the *Contractor*.
- 6.5.11. The distance of moving the machine from the last Depot to the *Contractor's* premises on completion of the Contract will not be paid for, although the free on rail facility will be available to the *Contractor*.

**6.6. Stoppages**

- 6.6.1. Temporary stoppage, which may result from a non-continuous flow of the work, as and when required and shall be allowed for in the tendered rate.
- 6.6.2. *TFR* will advise the *Contractor* of any temporary stoppage in the work, 30 days' notice will be given of such an impending stoppage. Thirty days (30 days) notice will also be given to commence work when the Machinery was standing due to a temporary stoppage.
- 6.6.3. No Payment for De-establishing from *Site* when temporary stoppage begin as well as Re-establishment on commencing of the work after a temporary stoppage will be made.
- 6.6.4. The *Contractor* shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.
- 6.6.5. Should rain or snow falling during the period of occupation, make it impossible for the *Contractor* to make use of such occupation no claims for Standing Time will be entertained by *TFR*.
- 6.6.6. The *Contractor* shall not claim any Standing Time against *Employer* for any force majeure and no penalties shall be imposed by the *Employer* to the *Contractor* for the same.

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**6.7. Level Crossings and Obstacles**

- 6.7.1. Concrete blocks and ballasted level crossings shall be opened and prepared by the *Contractor* prior to the occupation starting to ensure maximum production during work across the level crossing. Bitumen/tar level crossings are to be opened and repaired by the *Employer's* depot staff.
- 6.7.2. Arrangements with the road authorities for temporary closure of the level crossing shall be the *Employer's* Depot Engineering Manager/ Depot Engineer responsibility but shall be done according to and with the timeous direct inputs from the *Contractor*. For purpose of calculating the productivity factor, work across level crossings shall be expected to comply with the minimum production rate requirements.
- 6.7.3. When hidden obstacles e.g. pieces of rail, concrete, large rocks or other large foreign objects are encountered in the ballast during the work process the actual time taken to normalize the situation and return to normal production shall be recorded and for purposes of calculating productivity, the time shall be converted to the theoretical production that would have been possible in that time should normal production rate have been possible. The same shall apply to when rail breaks occur.

**6.8. Recording of Activity Times**

- 6.8.1. The mutually agreed time the machine shall be available at its staging point, shall be the start of the occupation time (To) for the task order, therefore arriving late shall be deemed as breakdown time (Tb).
- 6.8.2. During the work activity the productivity, availability and utilization of the machine shall be recorded.
- 6.8.3. The time shall continuously be recorded for all work performed. The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

- To = Total Occupation time for the day.
- Ts = Standing time because of *Employer* reasons, not related to any fault of the *Contractor*.
- Tx = Standing time due to Train crossing time
- Tt = Travel time from staging site to work site and back to staging site or to clear the section.
- Tm = Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- Tp = Time required to for preparation of track to allow working. (Only preparation that is purely related to machine on site that could not be phased apart from machine can be recorded for this purpose. This item may not be used for any problem related to the machine or staff inefficiency)
- Tb = Breakdown of machine

Daily production report shall be e-mailed to the *Service Manager* at 08:00 am in the morning of the next day after each shift and shall be in excel format.

Tw = Working time (As specified below)

6.8.4. Monitoring of machine availability will be calculated as: Availability (A) =  $\frac{To - Tb}{To}$

6.8.5. Monitoring of machine utilization will be calculated as: Utilization (U) =  $\frac{Tw}{To}$

6.8.6. A productivity factor, P shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.

Monitoring of machine productivity will be calculated as: Productivity (P) =  $\frac{AR}{TR}$

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AR = Actual Rate (screened meters/hour)  
TR = Tendered Rate (screened metres/hour)

The productivity factor will always be limited to a factor of 1.

6.8.7. The tendered nominal production rate in screened metres/hour shall be maintained over a calendar month.

### 6.9. Quality

6.9.1. Standards for acceptance of track shall be in accordance with the Manual for Track Maintenance:

6.9.1.1. "S<sub>c</sub>" Means the minimum track standard to allow the track to be opened to traffic under a speed restriction of at least 30km/h, when a track stabiliser is not used.

6.9.1.2. "S<sub>f</sub>" Means the standards, to which the track shall be finally handed-over after full completion of the *works*, when a track stabiliser is not used.

6.9.1.3. "S<sub>a</sub>" Means the A-standard to which the track shall be finally handed over after full completion of the *works*, when a track stabiliser is used.

6.9.1.4. Inspections for acceptance of the track when a dynamic track stabiliser is not used will take place as follows: Before the end of the occupation for S<sub>c</sub> and again after a 72-hour period of train traffic for S<sub>f</sub>.

6.9.1.5. The *Contractor* shall maintain the track on which he has worked, between inspections for S<sub>c</sub> and S<sub>f</sub>, to a standard not lower than S<sub>c</sub>.

6.9.1.6. Inspections for acceptance of the track when a dynamic track stabiliser is used, will take place as follows:

- Before the end of the occupation and again after a 72-hour period of train traffic for S<sub>a</sub>.
- The *Contractor* shall maintain the track on which he has worked, between inspections for S<sub>c</sub> and S<sub>f</sub>, to a standard not lower than S<sub>c</sub>.

6.9.1.7. All track work shall be completed to comply with the A-standard. Should the *Contractor* observe conditions which may prohibit him from completing a project to the A-standard then he shall bring this timeously to the attention of the Supervisor prior to starting work on a specific project, unless the Supervisor is prepared to make a concession the A-standard shall still apply and the *Contractor* may then refuse to continue with the specific project if he deems it impossible to achieve the A-standard on final quality

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### 6.9.2. Vertical Alignment

- 6.9.2.1. The final elevation of the track shall not exceed the existing by more than 10mm except if otherwise directed by the Supervisor.
- 6.9.2.2. The rate of deviation of the running top of any rail from a straight line between any two points not more than 10 metres apart shall not exceed 1:1000 for  $S_f$  or  $S_a$ , and 1:250 for  $S_c$ .
- 6.9.2.3. The cant shall be the design cant to within a tolerance of  $\pm 3$ mm for  $S_f$  (or  $S_a$ ) and + 12mm for  $S_c$ .
- 6.9.2.4. The rate of change of cant on tangent track and on circular curves shall not exceed 1:1000 for  $S_f$  (or  $S_a$ ), and 1:400 for  $S_c$ .
- 6.9.2.5. The rate of change of cant on transition curves shall not exceed: 1:500 for  $S_f$  (or  $S_a$ ), and 1:400 for  $S_c$ .

### 6.9.3. Horizontal Alignment

- 6.9.3.1. The *Contractor* shall determine the horizontal alignment (position) of the track by taking reference measurements at all mast foundations. Where electrification masts do not exist, reference pegs at 50m centres shall be installed by the *Contractor*. The Supervisor will prescribe and supply all the necessary pegs, concrete or paint.
- 6.9.3.2. The position of the track centre line shall remain within 10mm of the existing position for  $S_f$  (or  $S_a$ ), and 40mm for  $S_c$ .
- 6.9.3.3. The standards for structural gauge shall be adhered to. The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.
- 6.9.3.4. On straight track, the rate of deviation of the running edge of each rail from a straight line between two points not more than 10m apart, shall not exceed 1:2000 for  $S_f$  (or  $S_a$ ), and 1:500 for  $S_c$ .
- 6.9.3.5. On curves, including transitions, the offset midway between any 2 points 10m apart shall not differ from the design offset by more than 2.5mm plus 5% of the design offset for  $S_f$  and 2.5mm plus 20% of the design offset for  $S_c$ .

### 6.9.4. Standards of Workmanship and Accuracy for Ballast Screening

- 6.9.4.1. The actual depth of cut shall not be greater than the depth of cut specified by the Supervisor. Furthermore, the actual depth of cut shall not be less than 90% of the depth of cut specified by the Supervisor. In tunnels, ballast shall be screened to the level of the tunnel invert.
- 6.9.4.2. The actual width of cut shall be determined by the width of ballast profile or the distance between the concrete drains in tunnels, and between concrete ballast walls on the viaducts.
- 6.9.4.3. 100% by mass of the screened ballast shall pass a 75mm sieve and not more than 5% shall pass a 26,5mm sieve.
- 6.9.4.4. Material disposed of by the machine shall not contain more than 5% by weight of acceptable ballast.

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6.9.4.5. If the above-mentioned standards cannot be met because of wet conditions and/ or high clay content, the Supervisor will determine if screening shall proceed as Tww. Wet conditions (Tww) shall only apply when screening conditions have deteriorated to such an extent that screening capacity has reduced to more than 20% less than the rate of screening tendered to ensure the quality and standard screening as specified. Tww may only be worked under the following conditions:

- The quality standards can still and shall be met.
- The Supervisor and the *Contractor* are to agree on measures to be taken such as pre-lifting and loosening of track so as to assist with the screening.
- The Supervisor and the *Contractor* are to agree on a rate of progress (metre/hour).
- Payment will be made for the final metres produced

Where the Supervisor is not available on Site to agree to the working of Tw, the representative of the Supervisor may make the decision to work Tw if so authorised by the Supervisor.

Should the *Contractor* dispute the Supervisor's visual inspection decision, the matter will be resolved by the *Contractor*, taking a sample of not less than 20kg in front of the screener and under a sleeper end to determine clay content. A ballast sample will be deemed wet if clay particles (i.e. size less than 75µm) are present, and moisture content is greater than or equal to 10%. The *Contractor* shall pay for these tests.

6.9.5. Ballast Profile

6.9.5.1. The ballast profile shall be within a tolerance of 25mm for ballast height, and within 65 mm of ballast width, specified in Annexure 4 Sheet 1 of 4 of the Manual for Track Maintenance

6.9.5.2. Should the Supervisor permit, any excess ballast should be placed on the shoulders of the cross sectional profile. The ballast profile shall be formed to provide maximum protection against kick-outs. All available ballast shall be utilised to form part of the ballast profile. For curved track, excess ballast shall be placed and formed on the shoulder of the high leg. Where there is a shortage of ballast and the *Contractor* was required by *TFR* to continue screening any lift of track shall be restricted so as to ensure sufficient ballast both under the track and to the sides to ensure safe and proper compaction and safeguard against kick-out of track.

6.9.5.3. No material or ballast distributed by the *Contractor's* screening operations shall be left in the drains and no ballast shall remain beyond the toe of the ballast profile such that the depth of ballast stones remaining is more than 60mm, except where there is ballast in-fill between multiple tracks.

6.9.5.4. Additional ballast placed in the ballast profile as a result of any lowering of the track shall be shaped on to the shoulder of the ballast profile.

6.9.6. Measurement of Ballast Screening

6.9.6.1. Before ballast screening

The required depth of cut "d" (measured from the underside of the sleeper, before any work is done) will be advised in writing to the *Contractor* by the Supervisor at the weekly or daily Site meeting.

Where insufficient ballast is available and the track is lifted before the screening operation, "d" will be equal to *the minimum cutting depth specified in the schedule of machines*.

6.9.6.2. After ballast screening

The Supervisor will take measurements to check the width and depth of cut and the length screened.

During each working day, one random sample of ballast and one random sample of disposed material per 500m shall be taken by the Supervisor for grading analysis. The weight of the samples shall not be

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less than 20kg each. The *Contractor* shall also arrange to take samples, as directed by the Supervisor on *Site*; at a rate of one sample per 200 metres. The results of these tests are to be recorded so that screen sizes and rates of screening can be adjusted on an ongoing basis.

If one of the results of the tests carried out on each of the two samples taken fails to meet the requirements, then a third random sample will be taken and tested. If the result of these or both of the first two results fail to meet the requirements, the following shall apply: Payment for the relevant 500m will be reduced with the factor K.

Where:  $K = 2 \times$  the average percentage deviation from the given tolerance of the samples taken.

6.9.7. Measurement of Track Geometry

6.9.7.1. Track geometry after screening shall be finalised to the *TFR A-Standard*.

6.9.7.2. The *Contractor* shall, over the total length of screened track, take and record all measurements required to determine the standard in both phases (that is for *Sc* and *Sf*) and hand it to the Supervisor for checking. Measurements may be taken manually and/or by electronic means.

6.9.7.3. Measurements taken manually for the vertical alignment shall be made with a level similar to the Geismar type. Or other approved means of ensuring quality.

6.9.7.4. Deviation from a straight line (slack): Determine positions by visual means and quantifies by Geismar type level. Measurements shall be taken along the top of the rail before and after the points of deviation

6.9.7.5. Cant and rate of change of cant: Measure cross level every five metres.

6.9.7.6. Measurement for the horizontal alignment shall be made with a nylon line on the running side of the reference rail at two points 10 metres apart and a feeler gauge calibrated in 1mm intervals.

6.9.7.7. Each deviation between the two points on straight track, 10 metres apart, shall be measured by inserting a feeler gauge between the nylon line and the rail at the centre of the deviation. The number of sleepers between the beginning and end of the deviation shall be recorded as instructed by the Supervisor. All unacceptable measurements caused by permanent defects in the rail, that are impossible to eliminate subsequent to screening, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.

6.9.7.8. Curved track shall be marked out at 5-metre intervals and each mark shall become a measuring station. Track standard shall be determined by measuring and recording the offset at each station from the 10-metre chord strung between adjacent measuring stations. All unacceptable measurements caused by permanent defects in the rail, that are impossible to eliminate subsequent to screening, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.

6.9.7.9. Compliance with the standards of workmanship and accuracy will be calculated from these measurements.



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### 6.9.8. Measurement of Contact Wire Height and Stagger

- 6.9.8.1. The standards for structural gauge shall be adhered to. The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.
- 6.9.8.2. The height of the contact wire shall be measured after the final tamp at both sides of all overhead bridges, as well as level crossings. Heights below or above the allowable limit quoted will not be acceptable.
- 6.9.8.3. The stagger of the contact wire, (offset from the perpendicular on the track centre line) shall be measured after the final tamp at all support structures, pull-off and knuckle points, as well as at mid-span on all curves. Where more than one contact wire exists, the stagger of the innermost wire shall be measured. The stagger on both the through and turnout lines of sets of points shall be checked, when turnouts are tamped.
- 6.9.8.4. Contact wire height and stagger measurements shall be reported to the Supervisor in writing (or computer printout) at the end of each shift. Measurements exceeding the allowable limits specified shall be immediately reported to *Transnet Freight Rail* for rectification. Each measurement shall indicate the mast location number as well as the relevant track section number.
- 6.9.8.5. Alignment and height of OHTE shall be continuously measured. The accuracy of contact wire height measurements shall be  $\pm 10\text{mm}$  and the contact wire stagger measurements shall be  $\pm 20\text{mm}$ .
- 6.9.8.6. All overhead clearance and stagger measurements are to be done electronically with a Rail rod. The rail rod should be calibrated once every 12 months unless found to be inaccurate. A calibration certificate shall be available on *Site* at all times. Random checks by *TFR* electrical measuring staff will be carried out by *TFR* to ensure the accuracy of measurements

## 7. Health and Safety

- 7.1. The *Contractor* shall comply with all applicable legislation as well as Transnet Safety requirements. The cost for such compliance shall be borne by the *Contractor* and shall be deemed to have been allowed for in the rates and prices of the Contract. Specifically important in this regard is compliance with:
  - TFR Safety Guidelines for Infrastructure (Latest Edition).
  - The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
  - The Occupational Health and Safety Act (Act 85 of 1993).
  - TFR Specification E.4E, SHE Specification for *Contractors*
  - Basic Conditions of Employment Act as well as all other relevant labour legislation.
  - TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.
- 7.2. The *Contractor* shall also comply with all other safety requirements, regulations and guidelines of Transnet applicable to the nature of work carried out under the Contract and shall obtain the particulars thereof from the *Service Manager*.
- 7.3. A formal risk assessment on the screening machine process has been conducted by *TFR* and the under mentioned safety critical risks have been identified. The *Contractor* shall conduct his own formal risk assessment on the screening machine offered by him and add any additional risks identified by him, to this list.
- 7.4. The *Contractor* is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.
- 7.5. The *Contractor* shall specify in his safety case the list of all risks identified by *TFR* together with any additional risks identified by his own risk assessment and indicated specific rules, processes, methods, and designs of how he intends to mitigate these risks should he be awarded the contract.

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### 7.6. Safety Critical Risks identified by *TFR* for the screening machine are:

- Occupation - double line occupation
- Executing work on one line while a normal train service is running on adjacent line/s
- Excessive Working hours
- Working at night
- Emergency procedure – to stop process due to wagon or equipment failure
- Material handling and working near or under live OHTE equipment: 50kV, 25 kV and 3.3kV
- Staging the accommodation units of workers in yards in proximity of live OHTE and lines on which rail traffic runs continuously.
- Danger area
- Competent operators
- Train driver/operator/ interaction/competency
- Site conditions
- Infrastructure equipment damage
- Machine working on sharp curves and steep gradients
- Machine working on embankments and in cuttings
- Machine working on fouled ballast
- Clearances
- Maximum and minimum temperatures
- Precipitation
- Integrity, i.e. Rolling stock structure, draw-gear, brakes, wheels; and screening machine structural integrity
- Unauthorized access
- Use of various petrol and electrically driven small plant within team context i.e. disk cutters, MP12 and MC2 rail grinders, rail drills, hand held tampers, generators and associated electric equipment, joggle plates and joggle clamps etc.
- Environmental pollution/damage

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### 7.7. Safety Compliance

- 7.7.1 The *Contractor* shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the *Site* management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on *Site* taking into account the above risk assessments.
- 7.7.2 The *Contractor* shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 7.7.3 The Health and Safety plan together with all supporting documentation shall at all times be available in a health and safety file on site for compliance audit.
- 7.7.4 The *Contractor* shall ensure that all *Site* staff are trained and inducted in the written safe working procedures for all equipment used on *Site*.
- 7.7.5 The *Contractor* shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the *Site* Diary before the start of every shift.
- 7.7.6 The *Contractor* shall be responsible to ensure that *Site* staff is always competently trained with regards to Electrical Awareness Training and such training material should be acknowledged and approved by the *Employer's* School of Rail.
- 7.7.7 The *Contractor* shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisor's *Site* staff are always competently trained with regards to PWC Electrical Educational Training.
- 7.7.8 The *Contractor* shall also be responsible to ensure that contract managers in charge of *Sites* are always competently trained with regards to COM Competency Electrical Training (to follow onto PWC Training).
- 7.7.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 7.7.10 Non-compliance with environmental requirements such as oil spillages, waste, will result in penalties being levied against the *Contractor*. The *Employer* will appoint a private company to make the situation good and claim compensation from the *Contractor*.

## 8. TRAINING

- 8.1. The *Contractor* shall ensure that all staff working on or with the contract is adequately trained, to comply with any relevant safety and quality requirements.
- 8.2. It is the *Contractor's* responsibility to ensure that his staff is trained. At the commencement of the contract, *Transnet Freight Rail (TFR)* shall assist the *Contractor* with the initial on-the-job training for the staff as specified below, so as to assist the *Contractor* to qualify the worker's / staff. The *Contractor* shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.
- 8.3. Where training is required by the *Contractor* and *Transnet Freight Rail (TFR)* is committed to provide training, the *Contractor* shall qualify his tender as to what and how many staff, training will be required for and will be offered at the *Contractor's* cost. After award of the contract, the *Contractor* shall then arrange with the appropriate *Transnet Freight Rail (TFR)* Perway Production manager, through the *Supervisor*, for this training / testing.
- 8.4. Training of Track Workers: At the commencement of the contract, assistance with the training, to qualify the *Contractors* workers to perform the following tasks shall be given:

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- Track work (Level crossing blocks, cattle guards, sleeper & clip replacement / fastening, lubricators, flagmen, ballast boxing etc.).
- Quality measurements as required for track work.

**8.5.** Training of Track Inspectors, Track Masters and or Trade hands (Perway): This training shall be solely the responsibility of the *Contractor*. Only fully qualified people shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry.

### **8.6. Training of Flagmen**

8.6.1. The appropriate training for the flagmen provided by the *Contractor* can be provided by *Transnet Freight Rail (TFR)* at the start of the contract at the *Contractor's* cost.

8.6.2. Where *Transnet Freight Rail (TFR)* requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.

8.6.3. *Flagmen* shall be officially trained, evaluated and certified competent, (*Transnet Freight Rail (TFR)* 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.

8.6.4. In cases where a person was not performing flagmen duties for a period of 6 months or longer, he shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.

8.6.5. The *Transnet Freight Rail (TFR)* Depot Engineering Manager remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his depot.

8.6.6. The Depot Engineering Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties

### **8.7. Electrical Awareness, Educational and Competency Training**

8.7.1. The electrical awareness training shall be arranged for before any work commences.

8.7.2. The electrical educational and competency training may be arranged for at either a depot's lecture room (*Transnet Freight Rail (TFR)* property), or at a venue of the *Contractors* choice at the *Contractors* cost.

8.7.3. The Accredited Electrical trainer from *Transnet Freight Rail (TFR)* will be provided by *Transnet Freight Rail (TFR)* at *Contractors* cost, an arrangement for the training session required, is done beforehand and will fit in with the trainers training program for the year.



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8.8. The following training shall be arranged for the following *Contractors* staff at the *Contractors* cost:

Type of Training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future Refreshment training
Induction	All contract staff including new entrants. Start of work at any new depot	+/- 2 hours	Depot where work starts	<i>Employer's Service Manager</i> or Track inspector	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Electrical awareness	All contract staff including new entrants	+/- 2 hours	Depot where work starts	<i>Employer's</i> Depot's electrical officer or accredited trainer	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
PWC (Electrical)	<i>Service Managers, Operators, fitters, Technicians &amp; Workers</i> supporting fitters, working in risky OHTE areas.	2 days	Depot where work starts	<i>Employer's</i> , Esselen Park or Depot accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Competency (Electrical)	<i>Service Managers</i> (Follow up training in PWC)	1 day	Depot where work starts	<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Bonder Training	Bonder	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : by appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.

The crew time, transport and accommodation cost related to training will be for the *Contractor's* account. The crew members proposed to for this training shall as minimum requirement be literate in terms of reading, writing and speaking of Basic English.

**To Whom It May Concern,**

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

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

INSURED: Transnet (SOC) Limited

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

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

THE INSURED'S VAT NO: 4720103177

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

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

**CONTRACT WORKS INSURANCE**

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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

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

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

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

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

#### Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

Main Policy Exclusions :

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

Deductibles:

In respect of loss or damage:

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

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

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



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

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

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

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

## PUBLIC LIABILITY

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

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

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

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

Policy Limits:

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

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

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

Main Policy Exclusions :

The policy does not cover:

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

**PROFESSIONAL INDEMNITY**



Cover Provided :

Professional Indemnity

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

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

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

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

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

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



Policy Extension  
Limits Of Indemnity:

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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



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

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

Dennis Govender

Chief Broking Officer

## **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.