

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE CONSTRUCTION OF ROAD AND PERIMETER LIGHTING AT THE PORT OF NGQURA

RFP NUMBER	: TNPA/2021/11/0008 RFP
ISSUE DATE	: 09 December 2021
COMPULSORY TEAMS BRIEFING	: 15 December 2021
CLOSING DATE	: 25 January 2022
CLOSING TIME	: 10:00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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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].

DESCRIPTION	The Construction of Road and Perimeter Lighting at the Port of Ngqura
TENDER FEE	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website www.transnet.net/tenderbulletins/TC/pages/default.aspx FREE OF CHARGE. NOTE: It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.
INTENTION TO TENDER /ATTENDANCE OF COMPULSORY BRIEFING SITE INSPECTION REQUISITION	Tenderers are to please indicate their intention to respond to this tender and whether they would like to join the compulsory meeting briefing meeting and/ or the a Site Inspection by completing Returnable Schedule T2.2-01A and sending it to: Alfred.Matsepe@transnet.net . This is also to ensure that any required communication (e.g. addenda to the tender) in relation to this tender reach those intending to respond. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this Tender as a result thereof. Refer to "formal briefing" Paragraph 2 for details. NOTE: It is the responsibility of the tenderer to ensure receipt of a Complete RFP with specifications, drawings and annexures.
PRESENTATION AND ADDENDA	The Clarification Meeting Presentation and any addenda will be loaded on to the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website www.transnet.net/tenderbulletins/TC/pages/default.aspx
CLOSING DATE	10:00am on Tuesday 25 January 2022 Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

2. FORMAL BRIEFING

A compulsory briefing session will be conducted at Transnet National Ports Authority, eMendi Building **N2 Neptune eLwandle boardroom, TNPA Admin Building (eMendi Building) Port Of Ngqura** on **Wednesday 15 December 2021** at **10:00am**. Tenderers who wish to attend are to send their email address to: Alfred.Matsepe@transnet.net Tenderers are required to send the request before the briefing in order for the team to make necessary arrangements and adhere to all Covid Protocols

A Site Walk will take place at N2, Neptune Road Off Klub Road, Port of Ngqura, Port Elizabeth for after the briefing session. On Wednesday **15 December 2021**.

Requirements for Site visit/walk:

- 2.1. A Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-1B** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. Tenderers are required to bring this **Returnable Schedule T2.2-1B (attached to the Tender document)** to the briefing session to be signed by the Employer's Representative
- 2.2. Tenderers failing to attend the compulsory tender briefing will be disqualified.
- 2.3. A Site visit will take place, tenderers are to note:
 - Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
 - Tenderers without the recommended PPE will not be allowed on the site walk.
 - Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will to undergo breathalyser testing.
 - All forms of firearms are prohibited on Transnet properties and premises.
The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates or cutler area and
 - Transnet Covid-19 Procedures to be adhered to – included in the Annexures.

3. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Divisional Acquisition Council

RFP No: **TNPA/2021/11/0008 RFP**

Description: **The construction of Road and Perimeter Lighting at the Port of Ngqura**

Closing date and time: **25 January 2022 at 10:00am**

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

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

DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the sealed submission must be deposited in the tender box which is located at the address of the Transnet tender box location and must be addressed as follows:

**THE SECRETARIAT, DIVISIONAL ACQUISITION COUNCIL
TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
The Secretariat, Divisional Acquisition Council
N2 Neptune Road
Entrance Foyer, TNPA Admin Building (eMendi Building)
Port Of Ngqura**

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet National Ports Authority Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT, DIVISIONAL ACQUISITION COUNCIL

TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX

The Secretariat, Divisional Acquisition Council

N2 Neptune Road

Entrance Foyer, TNPA Admin Building (eMendi Building)

Port Of Ngqura

3.3 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

4. CONFIDENTIALITY

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

5. 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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. 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;

- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 5.7. 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;
 - 5.8. 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);
 - 5.9. 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.
 - 5.10. 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.
 - 5.11. 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 T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. 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.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number.....and Unique registration reference
number.....

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information
C.1.4 The Employer's agent is:	Procurement Officer
Name:	Alfred Matsepe
Address:	N2 Neptune Road TNPA Admin Building

Port of Ngqura

Tel No.

011 308 1678

E – mail

Alfred.Matsepe@transnet.net

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

1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

A tenderer to subcontract a minimum of 30% to-

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

The list of potential sub-contractors that are registered on the National Treasury Central Supplier Database (CSD) must be accessed as follows:

- Log on to the CSD website on <http://secure.csd.gov.za/>.
- Click on Search and select Subcontractor Search; and
 - Enter the Procurement reference number (TNPA/2021/11/0008 RFP), and
 - Click on "Run Search".

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

Tenderers must Provide detailed information of the proposed Sub-contractors and submit returnable schedule **T2.2-01**

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

2. Stage Two - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

Tenderers must properly complete, duly sign and submit returnable schedule **T2.2-02**, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):

- | | |
|---|-------|
| • Reinforcing Bars | -100% |
| • Fasteners (Bolts, nuts, rivets and nails) | -100% |
| • Polyvinyl chloride (PVC) pipes | -100% |
| • Kiosks | -100% |

• uPVC pipes	-100%
• Low Voltage Cables	-90%
• Medium Voltage Cables	-90%
• Steel Lattice Towers and Masts	-100%
• Optical Fibre Cables	-90%
• Transformers and Shunt Reactors: Class 0	-90%
• High Density Polyethylene (HDPE) pipes	-100%
• Cement	-100%

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule **T2.2-02** (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

<http://www.the dti.gov.za/industrial development/ip.jsp>

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

3. Stage Three - 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 **8EP 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 **7EP** of class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8EP** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its **signed joint venture agreement**.

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-01b certificate of attendance signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (1) copy** and a **clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box The Secretariat, Divisional Acquisition Council
Transnet National Ports Authority
The Secretariat, Divisional Acquisition Council
N2 Neptune Road
Entrance Foyer,
TNPA Admin Building (Emendi Building)
Port Of Ngqura

Physical address: The Secretariat, Divisional Acquisition Council
Transnet National Ports Authority
The Secretariat, Divisional Acquisition Council
N2 Neptune Road
Entrance Foyer,
TNPA Admin Building (Emendi Building)
Port Of Ngqura

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: TNPA 967
- The Tender Description: The construction of Road and Perimeter Lighting at the Port of Ngqura

Documents must be marked for the attention of: The Secretariat,
Divisional Acquisition Council: Bhatiani Widzani/ Employers Agent:
Mphoyakaomphile Ngwenya

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

C.2.15 The closing time for submission of tender offers is:
Time: **10:00am** on the **23 November 2021**
Location: **Transnet National Ports Authority**
N2 Neptune Road. Entrance Foyer,
TNPA Admin Building (Emendi Building)
Port Of Ngqura

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number of points
Programme	The following information is required as a minimum on a programme submitted for evaluation::		10
	A Level 3 detailed Programme, correctly structured as per Works Information	1	
	Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	2	
	Schedule showing Starting and Completion as listed in contract data Part One - "Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities.	1	
	Dates when the Contractor will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.	1	
	All activities to be logically tied using a clearly defined critical path method (CPM).	1	
	All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends and Dec break as non-working periods.	1	

	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.	1	
	The Tenderer to clearly indicate the key milestones for all the activities.	0.5	
	The level of detail on the schedule should include, but not limited to, Key Milestones, Engineering Designs (if applicable), Procurement Activities, Vendor Designs, Delivery, Pre-Construction Activities, and Construction, Pre-Commissioning, Commissioning and Close Out activities.	0.5	
	Software Programme used (Primavera or MS Project). A successful tender will be required to submit a construction schedule in Primavera software and this software will be used throughout the execution of the project.	1	
Management and CV's of Key persons	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.		20
	Submit the following documents as a minimum with your tender document. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments). Details of the location (and functions) of offices from which the works will be managed. Details of the experience of the staff who will be working on the works with respect to: (Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful).	4	

	Key personnel should include at least, amongst others:		
	Project Manager/ Contracts Manager.	3	
	Construction Manager	3	
	Installation Electrician	3	
	Electrical Foreman	3	
	Project Planner	2	
	Health and Safety officer	See below under Health and Safety Plan	
	Environmental Officer	See below under Environmental Management Plan	
	Quality Manager	See below under Quality Management Plan	
	Document Controller	2	
Quality Management Plan	Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:		10
	Project Quality Plan which satisfies the technical and quality requirements of the works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.	2	
	Valid ISO 9001: 2015 certification (certified).	1	
	Index/List of procedures and method statements to be used during the contract.	1	
	CVs, qualifications and experience of quality manager and quality personnel on site as shown on the organogram (relevant quality qualification certificates must also be attached).	2	
	Project specific Quality Control Plan (For each discipline, i.e. Civil, Elec., etc.).	2	

	Project specific Quality data book index.	2	
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Environmental Management Plan	Tenderers should submit a complete <u>project specific Environmental Submission</u> that includes the following:		
	The tenderer must provide a project specific environmental management plan which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.	2	
	The tenderer must provide an environmental policy signed by Top Management which, as a minimum: • Is appropriate given the purpose and context of the tenderer's business; • Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations; • Includes a commitment to the protection of the environment, including prevention of pollution; • Provides framework for setting environmental objectives; and • Includes a commitment to continual improvement of their EMS	1	
	The tenderer must provide an Organogram depicting key environmental staff and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project environmental management functions.	1	
	The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.	1	
Health and Safety Plan	Tenderers should note that they will be scored on the level of quality and relevant content pertaining to this Scope of Works:		15
	Safety, Health & Environmental Company Policy signed by the accounting officer. List the 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.	1	
	Roles and responsibilities of legal appointees a) In terms of OHSA 85 of 1993 and its Regulations. I. S16.1 CEO, II. S16.2 Assistant to CEO, III. CR8.1 Construction manager, IV. CR8.2 Assistant Construction manager, V. CR8.7 Construction Supervisor, VI. CR8.8 Construction assistant supervisor, VII. CR9.1 Risk Assessor b) In terms of Project and Construction Management Professional Act 48 of 2000 I. Construction Manager's CV and proof of registration with SACPCMP. II. In terms of Construction regulation 8(5) Construction Health & Safety Manager's CV and proof of registration with SACPCMP. III. CR8(5) Construction Health & Safety officer's CV and proof of registration with SACPCMP	3	

	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.	1	
	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: installation and commissioning of all associated works road and perimeter lighting; installation of lighting protection and earthing of structures; commissioning and testing of installation.	2	
	Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence and submission of completed cost breakdown sheet.	1	
	Submission of completed cost breakdown sheet	2	
	Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.	5	
Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference List of similar projects done to date (Project name, client, contact details, project description, duration, contract value, subcontractor's).	10	20
	The tenderer must demonstrate their relevant experience with regards to: - MV and LV installations. - MV and LV cable laying, jointing and termination.		
	Appointment and completion letters for projects listed.	5	
	Previous employer's recommendation letter for quality of work done.	5	
	Tenderers are to submit a project specific Method Statement highlighting the categories below:		
	A detailed technical method statement is required covering the construction method and sequence of all	5	

Method Statement	aspects of the works to enable the Employer to assess the impact of the Contractor's methods with regard to constructability, practicality, quality, health, safety, risk and the environment.		20
	As a minimum the detailed technical method statement should include:		
	MV and LV installations	4	
	MV and LV cable laying, jointing and termination	4	
	Installation of mini substations. Rerouting of cables and cable management.	4	
	Installation of Lighting Poles	3	
Maximum possible score for quality			100

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

- T2.2-04 Programme
- T2.2-05 Project Organogram, Management & CV's
- T2.2-06 Quality Management
- T2.2-07 Environmental Management
- T2.2-08 Health and Safety Management
- T2.2-09 Previous experience
- T2.2-10 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations 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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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

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

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

T2.1 List of Returnable Documents

Returnable Schedule:

T2.2-01A **Request for Site Inspection due to Covid-19 Disaster Management Regulations**

T2.2-01B **Certificate of attendance for Compulsory Tender Briefing**

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

T2.2-01 **Stage One as per PPPFA: Pre-qualification Criteria Schedule** - Sub-Contract

T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)

T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

2.1.2 Stage Four as per CIDB: these schedules will be utilized for evaluation purposes:

T2.2-04 **Evaluation Schedule:** Programme

T2.2-05 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-06 **Evaluation Schedule:** Quality Management

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

T2.2-08 **Evaluation Schedule:** Health and Safety Management

T2.2-08a **Evaluation Schedule:** Health and Safety Questionnaire

T2.2-08b **Evaluation Schedule:** Health and Safety Cost break

T2.2-09 **Evaluation Schedule:** Previous experience

T2.2-10 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Availability of equipment and other resources

T2.2-16 Site Establishment requirements

T2.2-17 Capacity and Ability to meet Delivery Schedule

Agreement and Commitment by Tenderer:

T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-19 Non-Disclosure Agreement

T2.2-20 RFP – Breach of Law

T2.2-21 Certificate of Acquaintance with Tender Document

T2.2-22 RFP Declaration Form



T2.2-23	Supplier Code of Conduct
T2.2-24	Service Provider Integrity Pact
T2.2-25	Job-Creation Schedule
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	Form of Intent to provide a Performance Guarantee
T2.2-29	Forecast Rate of Invoicing
T2.2-30	Three (3) years audited financial statements

2.1.5 Transnet Vendor Registration Form:

T2.2-31	Transnet Vendor Registration Form
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2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Bill of Quantities

2.6 C2.2 Bill of Quantities

T2.2-01A: Request for Site Inspection due to Covid 19 Disaster Management Regulations.

To be returned by the tenderer to the Employer's Agent

Email to: Attention: Mphoyakaomphile Ngwenya

Email:

Mphoyakaomphile.Ngwenya@transnet.net

A compulsory briefing meeting will take place on Wednesday 15 December 2021 at 10:00am- should you wish to attend an email is to be sent to Alfred.Matsepe@transnet.net to make necessary arrangements in order to adhere to all Covid Regulations.

Site Visits will take place on 15 December 2021 immediately after the compulsory briefing.

Tenderer Company/Proposed JV :

Contact:

Phone No:

e-mail Address:

I/We hereby confirm that for the purposes of submitting a tender offer a site inspection are hereby requested.

NB: Should the tenderer not return this document to inform Transnet that they wish to attend the compulsory briefing meeting or carry out a site inspection, the opportunity will be forfeited.

Signature: _____

Date: _____

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

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



T2.2-01 Pre-qualification Criteria Schedule:

a) A tenderer having a stipulated minimum B-BBEE status level 4 contributor.

The Tenderer is to submit the following documents or copies thereof

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive

b) A tenderer to subcontract a minimum of 30% to-

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

The Tenderer is to submit the following documents or copies thereof

-A Valid B-BBEE Sworn Affidavit or B-BBEE Certificate.

Failure to provide the valid B-BBEE Sworn Affidavit or B-BBEE certificate at the closing date and time of the tender may result in the tender being deemed non-responsive

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*.



Provide detailed information of the proposed Sub-contractors below:

	Name of proposed Subcontractor	Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					



The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule as mandatory returnable documents:

- Sworn Affidavit or B-BBEE Certificate of the proposed sub-contractor(s).

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS AS REQUESTED WILL DISQUALIFY THE TENDER FROM ANY FURTHER EVALUATION.

Transnet reserves the right to request additional information of the nominated subcontractors should it be deemed necessary to verify the compliance to the black ownership percentage or subcontractor entity size. These may include but not limited to;

- Copies of the identity documents of the members of shareholders of the subcontractor;
- Copies of the Audited Financial Statements or Income Statement of the subcontractor;
- Letter or Agreement confirming the Sub-Contracting Agreement between the tenderer and proposed subcontractor(s)
- Copies of the subcontractors CSD

B-BBEE status level of contributor:	
Enterprise type:	with at least 51% owned by black people, QSE, EME
Designated groups:	OR
who are military veterans:	Yes
that formed a cooperative:	
living in rural, underdeveloped areas or townships:	YES
who are youth:	Yes
who are women:	Yes

Report Ran Date:	17 Nov 2021 03:03:31 PM
Report Ran By:	Skhonzele Gqaleni
Supplier Commodity:	Motive and electrical power generation equipment maintenance and repair services
Delivery Location:	Nelson Mandela Bay NU
Local Address:	Yes
Tax Compliant:	Yes
Verified Bank Acc:	
with disabilities	YES

The CSD does not automatically verify B-BBEE and ownership information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

Supplier List

Supplier Number	Legal Name	Name	Surname	Cellphone Number	Email Address	Local Address	Tax Status	Restricted Supplier	Trading Name
MAAA0530914	LIKHOUMONA LOGISTICS AND DEVELOPMENT	***	***	***	***	Yes	Yes	No	LUVHEDZHEGU PRIVATE SECURITY
MAAA0786475	NEVELA PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA0977365	MMAKUBU 16 PROJECTS AND HOLDINGS	***	***	***	***	Yes	Yes	No	MMAKUBU 16 PROJECTS AND HOLDINGS
MAAA0025976	THANYHIE BUSINESS ENTERPRISE	***	***	***	***	Yes	Yes	No	THANYHIE BUSINESS ENTERPRISE (PTY) LTD
MAAA0975485	MARVEL TRADERS	***	***	***	***	Yes	Yes	No	MARVEL TRADERS

MAAA0887181	MMAKGATLA INVESTMENT	***	***	***	***	Yes	Yes	No	
MAAA0896761	SHADOW AND SAVOY INTERNATIONAL GROUP OF COMPANIES	***	***	***	***	Yes	Yes	No	
MAAA0616674	LYNNDAVE INVESTMENTS	***	***	***	***	Yes	Yes	No	LYNNDAVE INVESTMENTS
MAAA0157879	CHAUKE HOLDINGS	***	***	***	***	Yes	Yes	No	CHAUKE HOLDINGS
MAAA0953670	STR ENVIRONMENTAL SOLUTION	***	***	***	***	Yes	Yes	No	
MAAA0058301	ALUCRON	***	***	***	***	Yes	Yes	No	
MAAA1033508	GABOREKWE COMMUNICATIONS	***	***	***	***	Yes	Yes	No	GABOREKWE COMMUNICATIONS
MAAA0706188	ATAYANDA HOLDINGS	***	***	***	***	Yes	Yes	No	
MAAA0076868	MAXPEC	***	***	***	***	Yes	Yes	No	
MAAA0647286	CANDIES TRAVEL AGENCY	***	***	***	***	Yes	Yes	No	Candies travel agency
MAAA0616277	AAA VISTA INVESTMENTS	***	***	***	***	Yes	Yes	No	AAA VISTA INVESTMENT
MAAA0840660	AZWIMUNGOMA TRADING AND PROJECTS	***	***	***	***	Yes	Yes	No	AZWIMUNGOMA TRADING AND STATIONARY SUPPLY
MAAA1052291	OWEN GROUP	***	***	***	***	Yes	Yes	No	OWEN GROUP
MAAA0715277	MUAKI GROUP	***	***	***	***	Yes	Yes	No	
MAAA0155134	LIBONE CIVILS	***	***	***	***	Yes	Yes	No	Libone Civils(Pty)Ltd
MAAA0655548	OVULE PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA0761115	TP NELZ INVESTMENTS	***	***	***	***	Yes	Yes	No	
MAAA1038429	SOMINDALO TRADING	***	***	***	***	Yes	Yes	No	
MAAA0788440	GIBITE HOLDINGS	***	***	***	***	Yes	Yes	No	GIBITE
MAAA0766882	MUNAKONI SOLUTIONS	***	***	***	***	Yes	Yes	No	
MAAA1013066	MASSIVE HOLDINGS	***	***	***	***	Yes	Yes	No	MASSIVE HOLDINGS
MAAA0035001	GENESIS DLM TRADING AND CONSTRUCTION	***	***	***	***	Yes	Yes	No	GENESIS DLM TRADING AND CONSTRUCTION
MAAA0023398	MILLERPOINT	***	***	***	***	Yes	Yes	No	Millerpoint
MAAA0060729	MANKOAI TRADING ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA0000686	PRO-LEGENDS TRADING	***	***	***	***	Yes	Yes	No	Pro-legends trading

MAAA1063858	NGWENDA SECURITY SERVICES	***	***	***	***	Yes	Yes	No	NGWENDA SECURITY SERVICES (PTY) LTD
MAAA0647679	CAWENTA GROUP	***	***	***	***	Yes	Yes	No	CAWENTA GROUP
MAAA0020476	THE 2 TOWERS	***	***	***	***	Yes	Yes	No	THE 2 TOWERS (PTY) LTD
MAAA0528954	SAKHILE JAZZ LOUNGE	***	***	***	***	Yes	Yes	No	SAKHILE DEVELOPERS
MAAA0590066	MUVHUSO HOLDINGS	***	***	***	***	Yes	Yes	No	
MAAA0676608	MAEDZA PROJECTS	***	***	***	***	Yes	Yes	No	MAEDZA PROJECTS
MAAA0841977	NCS AIR CONDITIONING AND REFRIGERATION	***	***	***	***	Yes	Yes	No	NCS TIRES AND MOTOR SPARES
MAAA0060093	TOTANDINI TRADING	***	***	***	***	Yes	Yes	No	TOTANDINI TRADING cc
MAAA1019171	NOLUHLA	***	***	***	***	Yes	Yes	No	
MAAA1063833	LA BOSH TRADING AND PROJECTS	***	***	***	***	Yes	Yes	No	Projects and Supplier
MAAA0093066	NCEBAZAKHE CONSTRUCTION	***	***	***	***	Yes	Yes	No	NCEBAZAKHE CONSTRUCTION
MAAA0663344	ENLIGHTENED RAYON TRADING AND PROJECTS	***	***	***	***	Yes	Yes	No	ENLIGHTENED RAYON TRADING AND PROJECTS
MAAA0520234	PREMIERS LIFE ADMINISTRATORS	***	***	***	***	Yes	Yes	No	
MAAA0875116	AFRIGAZA GROUP	***	***	***	***	Yes	Yes	No	AFRIGAZA GROUP
MAAA0819523	RED WALL CONSULTANTS AND CONSTRUCTION	***	***	***	***	Yes	Yes	No	RED WALL CONSULTANTS
MAAA1071125	YAVEX GROUP	***	***	***	***	Yes	Yes	No	
MAAA0052055	MGWAMBANI SECURITY AND PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA0760920	MADUMANE PROJECTS	***	***	***	***	Yes	Yes	No	MADUMANE PROJECTS
MAAA0142235	KIONG TRADING	***	***	***	***	Yes	Yes	No	
MAAA0685465	WILBERFORCE SUPPLIERS	***	***	***	***	Yes	Yes	No	WILBERFORCE SUPPLIERS
MAAA0949686	SINGA AND LULO TRADING	***	***	***	***	Yes	Yes	No	
MAAA1057951	MOEWELA TRADING ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA0913595	KELEM HOLDINGS	***	***	***	***	Yes	Yes	No	KELEM HOLDINGS
MAAA0854804	MAWEWE TRADING SOLUTIONS	***	***	***	***	Yes	Yes	No	MAWEWE TRADING SOLUTIONS

MAAA0837096	MASOKA GROUP	***	***	***	***	Yes	Yes	No	
MAAA0890224	MAKHARAKHACHA	***	***	***	***	Yes	Yes	No	
MAAA0421284	SENBILE ENTERPRISE	***	***	***	***	Yes	Yes	No	SENBILE ENTERPRISE (PTY) LTD
MAAA0422135	GONDO BUSINESS	***	***	***	***	Yes	Yes	No	GONDO BUSINESS (PTY) LTD
MAAA0167428	DPMI CONTRUCTION AND MAINTENANCE PROJECT	***	***	***	***	Yes	Yes	No	DPMI CONTRUCTION
MAAA0162957	FIRST HOPE GROUP OF COMPANIES	***	***	***	***	Yes	Yes	No	First Hope Group
MAAA0592053	ELLAHPENE	***	***	***	***	Yes	Yes	No	Ellahpene
MAAA0008685	MMAPITSA AND ATANG TRADING ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA0586091	COT527	***	***	***	***	Yes	Yes	No	COT527
MAAA0895474	MZUKU TRADING AND PROJECTS	***	***	***	***	Yes	Yes	No	MZUKU TRADING AND PROJECTS
MAAA1009880	MABONENI LIMITED GROUP	***	***	***	***	Yes	Yes	No	
MAAA0712522	TITITABANG BUSINESS SOLUTIONS	***	***	***	***	Yes	Yes	No	
MAAA0990309	AFRICAN BISON	***	***	***	***	Yes	Yes	No	
MAAA0071735	MAGUSHANA TRADING ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA0670819	STACK GROUP	***	***	***	***	Yes	Yes	No	STACK GROUP
MAAA0051525	STAMBO SOLUTIONS	***	***	***	***	Yes	Yes	No	
MAAA0209130	WILOS ENTERPRISE	***	***	***	***	Yes	Yes	No	wilos enterprise
MAAA1095545	MICHAEL AND MARGRET	***	***	***	***	Yes	Yes	No	
MAAA0927784	SIWABEKE	***	***	***	***	Yes	Yes	No	SIWABEKE
MAAA0031844	ASIYEKUHLE HOLDINGS	***	***	***	***	Yes	Yes	No	ASIYEKUHLE HOLDINGS
MAAA0866044	INKULO GENERAL TRADING	***	***	***	***	Yes	Yes	No	INKULO PROJECTS
MAAA0556241	2SANG TRANSPORT SERVICES	***	***	***	***	Yes	Yes	No	2sang Transport Services
MAAA0679897	OX CONSTRUCTION AND CONSULTING	***	***	***	***	Yes	Yes	No	OX
MAAA0531085	MOLATELA SUPPLIER AND DISTRIBUTION	***	***	***	***	Yes	Yes	No	
MAAA1117715	MUAZATHIO	***	***	***	***	Yes	Yes	No	MUAZATHIO PTY LTD

MAAA1094958	PROSCORE	***	***	***	***	Yes	Yes	No	
MAAA0968031	EENEZAR UNITY	***	***	***	***	Yes	Yes	No	EENEZAR UNITY
MAAA0730581	NALO INVESTMENTS	***	***	***	***	Yes	Yes	No	Nalo Investments
MAAA0034594	BANN PROSPERITY TRADING	***	***	***	***	Yes	Yes	No	Bann Prosperity Trading
MAAA0095002	MODIPOINT	***	***	***	***	Yes	Yes	No	Krazygalz Trading
MAAA0788604	TSHIPHETHE	***	***	***	***	Yes	Yes	No	
MAAA0925733	TSHILWAVHUSIKU BUSINESS CONNECTS AND PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA0372403	YANDA AND COLLECTION	***	***	***	***	Yes	Yes	No	
MAAA0341277	SENT4DOCS	***	***	***	***	Yes	Yes	No	SENT4DOCS
MAAA0602251	MACOTECH AND PROJECTS	***	***	***	***	Yes	Yes	No	MACO TECHNOLOGIES
MAAA1093276	MUKONAZWOTHE TRADINGS	***	***	***	***	Yes	Yes	No	
MAAA0644732	VITO SUPPLY AND PROJECTS	***	***	***	***	Yes	Yes	No	VITO SUPPLY AND PROJECTS (PTY) LTD
MAAA0357368	MOHLOBO PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA1104682	NDENGEZA PROTECTION SERVICES	***	***	***	***	Yes	Yes	No	
MAAA0771460	ONE CENT HOLDINGS	***	***	***	***	Yes	Yes	No	
MAAA0831371	SHIMUNYANI TRADING AND PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA1107463	LEFA MULTIPLEX	***	***	***	***	Yes	Yes	No	
MAAA0510373	MABONAKULE TRADING ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA1065232	GLITE HOLDINGS	***	***	***	***	Yes	Yes	No	
MAAA0652772	VHAGWEDI SECURITY AND PROJECTS	***	***	***	***	Yes	Yes	No	
MAAA0866086	ZONKE SERVICES AND SUPPLIES	***	***	***	***	Yes	Yes	No	ZONKE SERVICES AND SUPPLY
MAAA1014914	CHIWIWI FOODS	***	***	***	***	Yes	Yes	No	
MAAA0428840	LKMJ	***	***	***	***	Yes	Yes	No	lkmj
MAAA0713897	MADLOMO ENTERPRISE	***	***	***	***	Yes	Yes	No	
MAAA0505777	BUNCWANE CONSTRUCTION AND GENERAL TRADING	***	***	***	***	Yes	Yes	No	
MAAA0009110	SAFERIGHT GROUP	***	***	***	***	Yes	Yes	No	

MAAA0738841	MULWELI GROUP	***	***	***	***	Yes	Yes	No	MULWELI GROUP
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SBD 6.2

Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

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

locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Reinforcing Bars	-100%
Fasteners (Bolts, nuts, rivets and nails)	-100%
Polyvinyl chloride (PVC) pipes	-100%
Kiosks	-100%
Unplasticized Polyvinyl Chloride (uPVC) pipes	-100%
Low Voltage Cables	-90%
Medium Voltage Cables	-90%
Steel Lattice Towers and Masts	-100%
Optical Fibre Cables	-90%
Transformers and Shunt Reactors: Class 0	-90%
High Density Polyethylene (HDPE) pipes	-100%
Cement	-100%

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: TRANSNET NATIONAL PORTS AUTHORITY 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. 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 asof.....(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 (Reinforcing Bars) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Fasteners (Bolts, nuts, rivets & nails) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity (Polyvinyl chloride (PVC) pipes) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity (Kiosks) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (UPVC pipes) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Low Voltage Cables) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Medium Voltage Cables) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Steel Lattice Towers and Masts) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Optical Fibre Cables) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Transformers and Shunt Reactors: Class 0) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (High Density Polyethylene (HDPE) pipes) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity (Cement) Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD 6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written exemption from the dtic to supply the remaining portion at a lower local content threshold. The dtic in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) Required volumes in a particular bid;
- b) Available collective South African industry manufacturing capacity at the time;
- c) Delivery times;
- d) Availability of input materials and components;
- e) Technical considerations including operating conditions; and
- f) Materials of construction
- g) Security of supplies and emergencies

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

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

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

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

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

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

Payment of Non-compliance Penalties:

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

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

Local Content – Cement:

As per the National Treasury Practice Note, PPPFA DESIGNATED SECTOR CIRCULAR NO. 01 OF 2021/2022 (see attached), the cement product need to be procured locally. The successful tenderer will be required to provide proof that the supplier of ready mix concrete has procured cement which has been produced or manufactured locally. The proof will need to be provided to the Employer (TNPA Representative) before or upon delivery of the ready-mix cement.

The number of cements indicated in the attached Annexure C is an estimate based on a 15 - 30Mpa concrete for concrete bases and plinth as indicated in drawing number: 1124367 - 1 - 003 - S - DE - 0002 - 01- 01 - AH, 11243671 - 006 - S - DE - 0003 - 0 1 - 0 1. Tenderer to ensure that, the current price of cement is used in annexure C.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the cement has been priced under annexure C attached and also confirm that, should their tender bid proposal become successful, the tenderer will be in the position to provide evidence that the used cement for concrete mixture has been locally produced or manufactured.

Signed

Date

Name

Position

Tenderer



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

**PPPFA DESIGNATED SECTOR CIRCULAR
NO. 01 OF 2021/2022**

**PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT
(ACT 5 OF 2000)**

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD
FOR LOCAL PRODUCTION AND CONTENT FOR THE CEMENT SECTOR**

TO ALL:

ACCOUNTING OFFICERS OF DEPARTMENTS
ACCOUNTING OFFICERS OF CONSTITUTIONAL INSTITUTIONS
ACCOUNTING AUTHORITIES OF SCHEDULE 2 AND 3 PUBLIC ENTITIES
HEAD OFFICIALS OF PROVINCIAL TREASURIES
ACCOUNTING OFFICERS OF MUNICIPALITIES AND MUNICIPAL ENTITIES

1. PURPOSE

- 1.1 The purpose of this Circular is to provide information to accounting officers (AOs) and accounting authorities (AAs) in terms of which they may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2017 ('the regulations'), made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), which came into effect on 01 April 2017, make provision for the Department of Trade and Industry (**the dti**), now the Department of Trade, Industry and Competition (**the dtic**), to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 8(2) of the regulations prescribes that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 To this end, **the dtic** has designated and determined the stipulated minimum threshold for the Cement sector for local production and content.
- 2.4 The designation is applicable to all purchases regardless of the procurement method followed and there is no financial threshold.

3. SECTOR DESIGNATION

- 3.1 The stipulated minimum threshold percentages for local production and content in respect of bagged and bulk cement produced using locally produced raw materials are as follows:

Cement type	Description	Application	Stipulated Minimum Threshold
Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100%
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100%
Cem III	blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100%
Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100%
Cem V	composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100%
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100%

- 3.2 In the designation, all the cement types contained in the above table must be manufactured using locally produced clinker and locally sourced secondary materials (eg gypsum, fly ash, ground granulated blast furnace slag, limestone and silica fume).
- 3.3 In terms of bagged cement, the imported component of the packaging bag used in the manufacture and packaging of cement will be deemed to have been sourced locally. These inputs should be imported in raw material form for further fabrication in South Africa. The imported input raw materials (paper), as specified above, used in the packaging of cement will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.4 All the cement types in the above table must comply with the requirements of SANS 50197 or SANS 50413 and are required to have a Letter of Authority (LoA) issued by the National Regulator for Compulsory Standards (NRCS).

4. INVITATION OF BIDS FOR CEMENT

- 4.1 Bids in respect of Cement must contain a specific bidding condition that only locally produced or locally manufactured cement with a stipulated minimum threshold for local production and content will be considered.
- 4.1.1 Bids in respect of cement must further contain a specific bidding condition which states that: If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written approval from **the dtic** to supply the remaining portion at a lower local content threshold. **the dtic**, in consultation with the procuring organ of state, will grant such approval on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective South African industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions;
 - materials of construction; and
 - Security of supply and emergencies.
- 4.1.2 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.
- 4.1.3 The turn-around time for processing of authorisation requests is 5 working days from the date of receipt. Therefore, such applications should reach **the dtic** at least five days before closing date and time of bid.
- 4.1.4 The approval process that **the dtic** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for approval or authorisation (when the tender is still open, before closing date). After checking with the industry, **the dtic** will then decide whether or not to grant an authorisation. This is per bid.
- 4.1.5 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorisation letter:
- Procuring entity/government department/state owned company,
 - Tender/bid number,
 - Closing date,
 - Item(s) for which the approval is being requested for,
 - Detailed specifications issued by the procuring entity,
 - Local content that can be met,
 - Reason(s) for the request,
 - Supporting letters from local manufacturers/sub-suppliers.

- 4.1.6 Organs of state may contact **the dtic** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dtic** to verify and in consultation with the AO/AA provide directives in this regard.
- 4.1.7 For further information, bidders and procuring state organs may contact the Primary Minerals Processing & Construction Sector Desk within **the dtic** at telephone 012 394 5318/1792 or email localcontent@thedtic.gov.za
- 4.1.8 Bid specifications for the Cement referred to above may be done in collaboration with **the dtic**.

4.2 AOs/AAs must stipulate in bid invitations that:

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

$$LC = (1 - x/y) * 100$$

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 on the date of advertisement of the bid.

- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on **the dtic's** official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) applies.
- 4.6 AOs/AAs must stipulate in the bid documentation that:

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

4.6.2 the rates of exchange quoted by the bidder in paragraph 4.3 of the Declaration Certificate will be verified for accuracy.

5. EVALUATION OF BIDS FOR CEMENT

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

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

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

7. POST AWARD AND REPORTING REQUIREMENTS

7.1. Once bids are awarded, **the dtic** must be:

- (i) notified of all the successful bidders and the estimated value of the contracts; and
- (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders within 30 days of award.

7.2 The purpose of the requirements of paragraph 7.1 above is for **the dtic** to, among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 8 of the Preferential Procurement Regulations, 2017.

8. CONTACT INFORMATION

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

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Chief Director: Industrial Procurement
Tel: (012) 394 1435
Fax: (012) 394 1535
EMAIL: localcontent@thedti.gov.za

9. APPLICABILITY

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

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR

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

11. NOTIFICATION TO THE AUDITOR-GENERAL

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

12. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE

- 12.1 This Circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect 04 November 2021.

MR MOLEFE-ISAAC FANI
ACTING CHIEF PROCUREMENT OFFICER
DATE:

ANNEXURE C:**Local Content Declaration - Summary Schedule**

(C1)	Tender No.	TNPA/2021/11/0008/RFP		
(C2)	Tender description:	THE CONSTRUCTION OF ROAD AND PERIMETER LIGHTING		
(C3)	Designated product(s)			
(C4)	Tender Authority:	TRANSNET NATIONAL PORTS AUTHORITY		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %			

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
ANNEXURE C: SECTION NO. 2 : ROAD LIGHTING - EAST							
16 - 18	Cement for 15 - 30Mpa Concrete (Tender to put price of cement/ 50kg bag under C10).						
21	Steel reinforcement in various diameter bars.						
22	Steel reinforcement in various diameter bars.						
24	M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers.						
26	110mm diameter PVC long radius bend sleeve.						
27	Low voltage Kiosk.						
29	Ref 395 mesh reinforcement						
30	110mm diameter PVC long radius bend sleeve.						
41	160mm uPvc class 34 pipes.						
54	160mm uPvc class 34 pipes.						
61	50mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
63	10mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
Total Carried Forward							

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
695			
1			
17			
1 040			
130			
2			
5			
4			
120			
550			
700			
300			

Total Brought Forward							
65	6mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
67	4mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
ANNEXURE C: SECTION NO. 2 : PERIMETER LIGHTING - WEST							
1	15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection.						
3	10 meter counterbalanced scissor mast (with a base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection.						
15 - 17	Cement for 15 - 30Mpa Concrete (Tender to put price of cement/ 50kg bag under C10).						
20	Steel reinforcement in various diameter bars.						
21	Steel reinforcement in various diameter bars.						
22	M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers.						
24	110mm diameter PVC long radius bend sleeve.						
25	Low voltage Kiosk.						
27	Ref 395 mesh reinforcement						
28	110mm diameter PVC long radius bend sleeve.						
36	50mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
38	10mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
Total Carried Forward							

1 700					
4 800					
79					
4					
1 972					
1					
11					
664					
83					
4					
9					
8					
1 900					
450					

Total Brought Forward							
40	6mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
42	4mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
45	16mm ² , 4-core, ECC, PVC, SWA, LV Cable.						

ANNEXURE C: SECTION NO. 2 : MINI-SUBSTATION WEST

1	MV Cable - 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations.						
9	110mm dia, PVC flexible pipe.						
14	Single Mode glass core type Core Fibre Optic Cable.						
27	630kVA 11000/400V low maintenance type RMU with internal arc outdoor type B Minisub, complete with switchgear.						

ANNEXURE C: SECTION NO. 2 : CCTV WEST

1	16mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
3	16mm ² , 2-core, ECC, PVC, SWA, LV Cable.						
5	10mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
7	10mm ² , 2-core, ECC, PVC, SWA, LV Cable.						
9	6mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
11	6mm ² , 2-core, ECC, PVC, SWA, LV Cable.						
13	4mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
15	2,5mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
17	2,5mm ² , 2-core, ECC, PVC, SWA, LV Cable.						

Total Carried Forward

1 700					
3 700					
150					
11 860					
190					
12 160					
3					
500					
320					
340					
870					
1 450					
1 450					
220					
220					
220					

Total Brought Forward							
ANNEXURE C: SECTION NO. 3 : PERIMETER LIGHTING - EAST							
1	15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection.						
12 - 13	Cement for 15 - 30Mpa Concrete (Tender to put price of cement/ 50kg bag under C10).						
17	Steel reinforcement in various diameter bars.						
18	Steel reinforcement in various diameter bars.						
19	M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers.						
21	110mm diameter PVC long radius bend sleeve.						
22	Low voltage Kiosk.						
24	Ref 395 mesh reinforcement						
25	110mm diameter PVC long radius bend sleeve.						
33	50mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
35	6mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
37	4mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
Total Carried Forward							

125					
3 086					
1					
17					
1 000					
125					
6					
14					
12					
2 495					
2 035					
5 050					

Total Brought Forward

ANNEXURE C: SECTION NO. 3 : MINI-SUBSTATION - EAST

1	MV Cable - Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations.						
4	150mm ² , 4-core, ECC, PVC, SWA, LV Cable.						
7	Single Mode glass core type Core Fibre Optic Cable.						
8	HDPE tubing with super smooth silicon coating inside.						
24	630kVA 11000/400V low maintenance type RMU with internal arc outdoor type B Minisub, complete with switchgear.						

ANNEXURE C: SECTION NO. 3 : CCTV - EAST

1	16mm, 4-core, ECC, PVC, SWA, LV Cable.						
3	10mm, 4-core, ECC, PVC, SWA, LV Cable.						
5	6mm, 4-core, ECC, PVC, SWA, LV Cable.						
7	4mm, 4-core, ECC, PVC, SWA, LV Cable.						

19 320					
300					
15 640					
15 640					
12					
2 500					
1 900					
1 450					
220					

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	TNPA/2021/11/0008/RFP	
(D2) Tender description:	THE CONSTRUCTION OF ROAD AND PERIMETER LIGHTING	
(D3) Designated Products:		
(D4) Tender Authority:	TRANSNET NATIONAL PORT AUTHORITY	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	EU
		GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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

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

D. Other foreign currency payments

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

(E1)	Tender No.	TNPA/2021/11/0008/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	THE CONSTRUCTION OF ROAD AND PERIMETER LIGHTING	
(E3)	Designated products:		
(E4)	Tender Authority:	TRANSNET NATIONAL PORT AUTHORITY	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Reinforcing Bars		
	Fasteners (Bolts, nuts, rivets and nails)		
	Polyvinyl chloride (PVC) pipes		
	Kiosks		
	uPVC pipes		
	Low Voltage Cables		
	Steel Lattice Towers and Masts		
	Optical Fibre Cables		
	Transformers and Shunt Reactors: Class 0		
	High Density Polyethylene (HDPE) pipes		
	Cement		
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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 a **8EP** or **higher** class of construction work, are eligible to have their tenders evaluated.

2. 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 in the a **7EP** or **higher** class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8EP** 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule.

The tender must provide a Programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the *Employer's* requirements and within the stipulated timeframes. The Tenderer shall produce a level 3 detailed schedule according to the Employer's objectives as per requirements listed in the **NEC3 ECC clause 31**

The tenderer shall provide the proposed programme, at a minimum **Level 3** detailed showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Schedule showing *Starting* and *Completion* as listed in contract data Part One - "Data provided by the *Employer*" and are logically linked to activities in the schedule and to be driven by activities.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- All activities to be logically tied using a clearly defined critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends and Dec break as non-working periods.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Tenderer to clearly indicate the key milestones for all the activities.
- The level of detail on the schedule should include, but not limited to, Key Milestones, Engineering Designs (if applicable), Procurement Activities, Vendor Designs, Delivery, Pre-Construction Activities, and Construction, Pre-Commissioning, Commissioning and Close Out activities.
- The level of detail on the schedule should include, but not limited to, Key Milestones, Engineering Designs (if applicable), Procurement Activities, Vendor Designs, Delivery, Pre-Construction Activities, and Construction, Pre-Commissioning, Commissioning and Close Out activities.
- The Programme must clearly support and demonstrate alignment to the works information.
- Software Programme used (Primavera or MS Project)

The Programme to indicate the following as a minimum:

Activity No	Activity description	Activity start	Activity finish	Preceding activities	Time risk allowances (TRA)
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Any other requirements for a programme stated in the Works Information, specifically a narrative supporting the programme above.

Score 0	Tenderer has not submitted the required information. Submitted information cannot be rated. E.g. excel or word document.
Score 20	Tenderer has submitted insufficient information. The schedule is vague and the plan is weak in important areas and key dates
Score 40	Tenderer shows limited suitability and capacity to meet the project requirements; programme does not show order and timing. Programme duration not realistic. Contract period not as per contract data.
Score 60	Tenderer has demonstrated reasonable knowledge of the development of: - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works. - Schedule showing durations of activities, Major Milestone, Start Date, Planned Completion Date, and Completion Date - All activities are logically tied using critical path method (CPM). - The programme certifies a Level 3 detailed schedule. - Estimated Project Duration: 8 months
Score 80	Tenderer has demonstrated good knowledge in scheduling: - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works. - Schedule showing durations of activities, Major Milestone, Start Date, Completion Date & Planned Completion Date - Logical sequencing and interrelationship of activities, taking cognisance of planned construction execution, as defined in Works Information and Corresponding to Construction Methodology. - Requirements listed in the NEC3 ECC clause 31. - A soft copy of the programme on Primavera or MS Project. - Estimated Project Duration: Twelve (12) months
Score 100	Tenderers has demonstrated exceptional knowledge in scheduling: - Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works. - Schedule showing durations of activities, Major Milestone, Start Date, Completion Date & Planned Completion Date - All activities to be logically tied using critical path method (CPM). - Level 3 detailed schedule that is Cost and Resources loaded. - Logical sequencing and interrelationship of activities, taking cognisance of planned construction execution, as defined in Works Information and Corresponding to Construction Methodology. - Requirements listed in the NEC3 ECC clause 31. - A soft copy of the programme on Primavera or MS Project. - Schedule narrative which explains the schedule development. - Estimated Project Duration: Twelve (12) months

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-05: Evaluation Schedule: Project Organogram, Management & CV's

Submit the following documents as a minimum with your tender document:

1. An **organisation** chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. Details of the location (and functions) of offices from which the *works* will be managed.
3. Details of the experience of the staff who will be working on the works with respect to:
 - Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
4. Detailed CV's providing the following:
 - The roles and responsibilities for the *works* of each resource should be clearly stated.
 - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
 - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
5. Site Management resources should include at least, amongst others:
 - **Project Manager**
 - Project Manager should at least have a relevant qualification and must have experience in the Civil and Electrical Construction Projects. The Project Manager must have experience working with the NEC3 Engineering and Construction Contract.
 - **Construction Manager**
 - Construction Manager should at least have a relevant qualification in Engineering and must have experience in Civil and Electrical Construction Projects. The Construction Manager must have experience working with the NEC3 Engineering and Construction Contract. Compulsory Registration as a Professional Construction Manager with the SACPM is required.
 - **Installation Electrician**
 - The Installation Electrician must have at least 10 years of experience in Medium Voltage (MV) installations and be registered with Department of Labour as an installation electrician.

- **Electrical Foreman**

- The Electrical Foreman must have a minimum of NTC 4 Trade Certificate in Electrical Engineering with at least 10 years of experience in Electrical MV and LV Projects.

- **Project Planner**

- Project Planner should at least have relevant qualification and experience in project planning and scheduling in one of the built environment disciplines. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is a requirement.

- **Quality Officer**

- Quality officer should have a have a relevant qualification and experience on a project of a similar nature.

- **Health & Safety Manager**

- Health and Safety Manager should have valid professional registration with SACPCMP as a Construction Health and Safety Manager.

- **Health & Safety Officer**

- Health & Safety Officer should have valid professional registration with SACPCMP as a Construction Health & Safety Officer.

- **Environmental Officer**

- Environmental Officer should have a have a relevant qualification and experience on a project of a similar nature.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project/ Contracts Manager	
Construction Manager	
Installation Electrician	
Electrical Foreman	
Project Planner	
Health and Safety Officer	
Quality Officer	
Environmental Officer	
Document Controller	

The scoring of the Project Organogram, Management & CV's will be as follows:

Weight	Relevant experience for the following: Site Management	Education, training and skills adequacy for the following: NB: Weightings are as per general experience and qualifications sub-criterion	Knowledge of issues pertinent to the project for the following: NB: Weightings are as per general experience and qualifications sub-criterion
Points	0 please provide scoring	0	0
score 0	The Tenderer has submitted no information or inadequate information to determine a score.		
score 20	Key staff does not have relevant levels of experience. Inadequate organisation chart. Incomplete list of Key staff and management structure. No details of the location and functions of offices where the work will be managed.	Key staff does not have project specific education, skills, training and experience.	Key staff has no experience of issues pertinent to the project.
score 40	Key staff has limited levels of relevant experience. Organisation chart showing onsite and off-site management and Key staff have reasonable experience of issues pertinent to the project. Details of the location and functions of offices from which the works will be managed are clearly defined.	Key staff has limited levels of project specific education, skills, training and experience.	Key staff has limited knowledge of issues pertinent to the project.
score 60	Key staff has reasonable levels of experience. Organisation chart showing onsite and off-site management but not all Key staff have reasonable experience of issues pertinent to the project. Details of the location where the work will be managed are defined but functions of offices are not clearly defined.	Key staff has reasonable levels of project specific education, skills,	Key staff has reasonable knowledge of issues pertinent to
score 80	Key staff has extensive levels of relevant experience. Organisation chart showing onsite and off-site management and Key staff have adequate experience of issues pertinent to the project. Details of the location and functions of offices from which the works will be managed are clearly defined.	Key staff has extensive levels of project specific education, skills, training and experience.	Key staff has extensive knowledge of issues pertinent to the project.

score 100	Key staff has outstanding levels of relevant experience. Organisation chart showing onsite and off-site management and Key staff have reasonable experience of issues pertinent to the project. Details of the location and functions of offices from which the works will be managed are clearly defined. All relevant and required professional registration/certification are provided.	Key staff has outstanding levels of project specific education, skills, training and experience.	Key staff has outstanding knowledge of issues pertinent to the project.
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T2.2-06: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Transnet Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers (as attached as Annexure of this RFP).

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Proposed Project specific Quality data book index.
- Valid ISO 9001 certification.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information not limited to the following:
 - Civil and Structural works
 - Steel works
 - Electrical works

These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.

Attached submissions to this schedule:

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The scoring of the Quality Management will be as follows:



	Project Specific Quality Plan for the contract	Valid ISO 9001 certificate	Index / list of procedures and method statements to be used	Qualifications and experience of quality personnel	Project specific Quality Control Plan	Project specific Quality Data Book Index
0	No PQP submitted.	No ISO 9001 certificate	No list of procedures and method statement submitted	No CVs submitted	No QCPs submitted	No Quality Data book index submitted
20	PQP is too general with not project specifics	N/A	Index / list of procedures and method statement is not project specific	CV with no quality qualifications and quality experience	QCPs are not project specific	Quality Data book index is not project specific
40	PQP is project specific but inadequate to cover project scope	The tenderer is in the process of certification	Index / list of procedures and method statements is project specific but inadequate to cover the project scope	CV with less than 2 years quality experience and no quality qualifications	QCPs are project specific but inadequate to cover project scope	Quality Data book index is project specific but inadequate to cover project scope
60	PQP shows adequate understanding of project quality requirements	N/A	Index / list of procedures and method statements shows adequate understanding of project quality requirements	CV with less than 2 quality experience with quality qualifications	QCP's shows adequate understanding of project quality requirements	Data book index shows adequate understanding of project quality requirements
80	PQP shows above average understanding of the project quality requirements	ISO 9001 certificate has expired	Index / list of procedures and method statements shows above average understanding of the project quality requirements	CV with 2-10 years quality experience with no quality qualifications	QCP's shows above average understanding of the project quality requirements	Data book index shows above average understanding of the project quality requirements
100	PQP covers all and above the project quality requirements of the project scope	ISO 9001 certificate is valid.	Index / list of procedures and method statements covers all and above the project quality requirements	CV with 2-10 years quality experience with quality qualifications	QCP's covers all and above the project quality requirements of the project scope	The Data book index covers all and above the project quality requirements of the project scope

T2.2-07: Evaluation Schedule: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Project Construction Environmental Management Programme - 1126901-RPT-00013 (CEMP) which comprises of the following as a minimum:
 - Standard Operating Procedure for Construction Environmental Management
 - Minimum Standards for Construction Environmental Management
 - Environmental Authorisation for the provision of landside structures and infrastructure (DEA Ref 14/12/16/3/3/1/675 AM1 & AM2)
1. The tenderer must provide a project specific environmental management plan which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.
 2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS
 3. The tenderer must provide an Organogram depicting key environmental staff and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project environmental management functions.
 4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

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

Score 0	The tenderer has submitted no information.
Score 20	Environmental staff generally have less than 1 year relevant experience; Policy only responds to 1 -2 of the items listed under 2 above; Tenderer has only completed 1 project of similar nature; EMP indicates Tenderer has a poor understanding of the Scope.
Score 40	Environmental staff generally have between 1 and 5 years' relevant experience; Policy only responds to 3 - 4 items listed under 2 above; Tenderer has only completed 2 projects of similar nature; EMP indicates Tenderer has a less than acceptable understanding of the Scope.

Score 60	Environmental staff generally have between 5 and 8 years' relevant experience; Policy responds to all items listed under 2 above; Tenderer has only completed 3 projects of similar nature; EMP indicates Tenderer has an acceptable understanding of the Scope.
Score 80	Environmental staff generally have between 8 and 10 years' relevant experience; Policy responds to all items listed under 2 above and includes additional commitments to environmental performance; Tenderer has only completed 4 projects of similar nature; EMP indicates Tenderer has a more than acceptable understanding of the Scope.
Score 100	Environmental staff generally have more than 10 years' relevant experience; Policy responds to all items listed under 2 above, includes additional commitments to environmental performance and has been certified according to international best practice standards; Tenderer has only completed 5 or more projects of similar nature; EMP indicates Tenderer has an excellent understanding of the Scope.

*As per defined Evaluation Criteria

T2.2-09: Evaluation Schedule - Health and Safety

Requirements

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their project specific health and safety plan addressing the requirements of Transnet health and safety specification and include the following documents:
 - Health and Safety Company Policy signed by the accounting officer. List the five elements -
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 4. Hold management accountable for development of the safety systems
 5. Include objectives and targets.
2. Roles and responsibilities of legal appointees
 - a) In terms of OHSA 85 of 1993 and its Regulations.
 - I. S16.1 CEO,
 - II. S16.2 Assistant to CEO,
 - III. CR8.2 Assistant Construction manager,
 - IV. CR8.7 Construction Supervisor,
 - V. CR8.8 Construction assistant supervisor,
 - VI. CR9.1 Risk Assessor
 - b) In terms of Project and Construction Management Professional Act 48 of 2000
 - I. Construction Manager (8.1): Roles and responsibilities, CV and proof of registration with SACPCMP
 - c) In terms of Construction Regulations 2014
 - I. Health and Safety Officer (8.5): Roles and responsibilities, CV and proof of registration With SACPCMP
 - II. Health and Safety Manager: Roles and responsibilities, CV and proof of registration With SACPCMP
3. 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 and sign off.
4. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: excavations, concrete work, installation and commissioning of all associated works road and perimeter lighting; installation of lighting protection and earthing of structures; commissioning and testing of installation.
5. Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence
6. Submission of completed cost breakdown sheet
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as

follows:

	Health and Safety Policy, with reference to: 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibilities as per the a) Occupational health and safety Act 85 of 1993 , such as S16.1 CEO; S16.2 Assistant CEO; 8.2 assistant Construction Manager; 8.7 Construction Supervisor; 8.8 Construction assistant supervisor, 9.1 Risk Assessor b) In terms of Project and Construction Management Professional Act 48 of 2000 i. Construction Manager, roles and responsibilities, CV and proof of registration with SACPCMP	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 and sign off.	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project namely, but not limited to: Excavations, Concrete work, Installation and commissioning of all associated works road and perimeter lighting; installation of lighting protection and earthing of structures; commissioning and testing of installation.	Two years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.	Submission of completed cost breakdown sheet.	Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.
--	---	--	--	--	---	---	---



		C) In terms of Construction Regulation 2014 i. Health and Safety Officer, roles and responsibilities, CV and proof of registration with SACPCMP ii. Health and Safety Manager, roles and responsibilities, CV and proof of registration with SACPCMP					
Points	1	3	1	2	1	2	5
(score 0)		The Tenderer has submitted no information or inadequate information to determine a score.					
(score 20)	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TRANSNET health	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Health and safety Budget submitted is totally insignificant/inadequate to achieve the required standard of service, 0 to 1% allocated.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.



		and safety specification. No proof submitted of registrations.					
(score 40)	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TRANSNET health and safety specification. Proof of registration submitted for three professions but one or more have expired	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Health and safety Budget submitted is insignificant/inadequate /answer/solution to the returnable, <i>Employer's</i> health and safety requirements will not be met, 1.1 – 2% allocated.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
(score 60)	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per Employer's requirements. Proof of registration submitted for	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i>	Health and safety Budget submitted is Satisfactory response/answer/solution to the returnable, Employer's health and safety requirements will be met, 2.1 – 3% allocated.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i>



		three mentioned professionals	on TRANSNET Health and safety specification.		requirements will be met.		requirements will be met.
(score 80)	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TRANSNET health and safety specification. Proof of registration submitted for three mentioned professionals	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TRANSNET health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Good response/answer/solution to the returnable, Employer's health and safety requirements will be met, 3% - above allocated.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.



(score 100)	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TRANSNET Health and Safety Management Specification and CV and proof of professional registration of CM, CHSO and CHSM with SACPCMP submitted.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Very good response/answer/solution to the returnable, Employer's health and safety requirements will be met, 4% - above allocated.	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.
--------------------	---	---	---	--	--	--	--



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

Contractor Safety Questionnaire

T2. 2-08 a

1. Safe Work Performance									
1A		Injury Experience / Historical Performance – Alberta							
		Use the previous three years injury and illness records to complete the following:							
		Year							
		Number of medical treatment cases							
		Number of restricted work day cases							
		Number of lost time injury cases							
		Number of fatal injuries							
		Total recordable frequency							
		Lost time injury frequency							
		Number of worker manhours							
		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)					Yes		No
2. Citations									
2A		Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No
2B		Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:					Yes		No

Contractor Safety Questionnaire

T2. 2-08 a

3. Citations									
Does your company have a Certificate of Recognition?						Yes		No	
If yes, what is the		Certificate No:		Issue Date:					
4. Safety Program									
4A	Do you have a written safety program manual? If Yes, provide a copy for review					Yes		No	
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review					Yes		No	
4C	Does your safety program contain the following elements:								
		Yes	No			Yes		No	
	Corporate Safety Policy			Equipment Maintenance					
	Incident Notification Policy			Emergency Response					
	Recordkeeping & Statistics			Hazard Assessment					
	Reference to Legislation			Safe Work Practices					
	General Rules & Regulations			Safe Work Procedures					
	Progressive Discipline Policy			Workplace Inspections					
	Responsibilities			Investigation Process					
	PPE Standards			Training Policy & Program					
	Environmental Standards			Communication Processes					
	Modified Work Program								
5. Training Program									
5A	Do you have an orientation program for new hire employees? If Yes, include a course outline. Does it include any of the following:					Yes		No	
		Yes	No			Yes		No	
	General Rules & Regulations			Confined Space Entry					
	Emergency Reporting			Trenching & Excavation					
	Injury Reporting			Signs & Barricades					
	Legislation			Dangerous Holes & Openings					
	Right to Refuse Work			Rigging & Cranes					
	Personal Protective Equipment			Mobile Vehicles					
	Emergency Procedures			Preventative Maintenance					
	Project Safety Committee			Hand & Power Tools					
	Housekeeping			Fire Prevention & Protection					
	Ladders & Scaffolds			Electrical Safety					
	Fall Arrest Standards			Compressed Gas Cylinders					
	Aerial Work Platforms			Weather Extremes					
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:					Yes		No	
		Yes	No			Yes		No	

Contractor Safety Questionnaire

T2. 2-08 a

	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes	No			
	Is the process documented?	Yes	No			
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes	No			
	Are hazard assessments documented?	Yes	No			
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?	Yes	No			
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					

Contractor Safety Questionnaire

T2. 2-08 a

	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

8. Personnel

List key health and safety officers planned for this project. Attach resume.

Name	Position / Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number
Other responsibilities:		

9. References

List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Telephone Number

PRICING SCHEDULE REQUIREMENTS

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

The following is the minimum list of pricing items that must be submitted to the Contract Manager by the contractor for approval

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	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			
14.	Rewards & Recognition			
15.	Other			
16.				
		Total IMS Cost (R)		
		Total Tender Value (R)		
		IMS Cost as % of Tender value		%

T2.2-09: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
 - Civil and Electrical works
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	List of similar projects done to date (Project name, client, contact details, project description, duration, contract value)
2	Appointment and completion letters for projects listed
3	Previous employer's recommendation letter for quality of work done
4	
5	
6	
7	

Score	Previous Experience
0	The Tenderer failed to address the question / issue. Has not submitted the required information.
20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works. The tenderer has limited or poor evidence of previous experience.
40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in two (2) to three (3) projects relating to scope of <i>works</i> . The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> .
	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience

60	in four (4) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .
80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in five (5) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .
100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

T2.2-10: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - In addition to general methodology for the project, the tenderer must provide specific information for the following:

- A detailed method statement is required covering the construction method and sequence of all aspects of the *works* to enable the *employer* to assess the impact of the *Contractor's* methods with regard to constructability, practicality, quality, health, safety, risk and the environment.

In addition to general methodology for the project please provide specific information for the following points:

1. Prepare excavations;
2. Concrete, Formwork and Reinforcement;
3. Installation of Poles and Cables;
4. Installation of Mini-substations and Kiosk;
5. Commissioning procedure.

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

Score 0	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.
Score 40	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.
Score 60	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.
Score 80	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.
Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

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

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

_____, an authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign

all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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:

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

Attach additional pages if more space is required.

T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

Part T2: Returnable Schedules
T2.2-14: Risk Elements

T2.2-15: Availability of Equipment and Other Resources

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

[illegible]

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹“State” means –

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

SBD 4

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

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

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

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

YES/NO

2.9.1 If so, furnish particulars.

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

YES/NO

2.10.1 If so, furnish particulars:

SBD 4

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

SBD 4

4 DECLARATION

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

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

Signature

Date

Position

Name of bidder

SBD 6.1

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

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

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

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

1. GENERAL CONDITIONS

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

- the 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:

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	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 www.dti.gov.za/economic_empowerment/bee_codes.jsp .]

EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁶ 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.

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

Signature

Date

Position

Name of bidder

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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

T2.2-18- 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;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-20: 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

T2.2-21 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this ____ day of _____ 20__

SIGNATURE OF TENDERER

T2.2-19: 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.

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 **T2.2-22 "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.
- 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

-
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-23 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers 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.
- 2.3 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.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:
 - a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.2 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.
- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 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.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider 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.
- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect

the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.
- 10.2 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.

11 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.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

13 GENERAL

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

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

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

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

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

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

T2.2-25: 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			

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

Year 1	Q1	Q2	Q3	Q4
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				

Year 2	Q1	Q2	Q3	Q4
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				

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(Name of 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.

- 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 possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
------------	--

NO	
-----------	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <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 R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-28: 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

T2.2-29: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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

T2.2-30: 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:

.....

.....

.....

.....

.....

.....

.....

SUPPLIER DECLARATION FORM

T2.2-31 Transnet Vendor Registration Form:

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

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

1. If your annual turnover is less than R10 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

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

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

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

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxx):

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

Did your company previously operate under another name? Yes ☐ No ☐

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

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

Company Banking Details	Bank Name		
Universal Branch Code	Bank Account Number		

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name			
Designation			
Telephone			
Email			

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____
_____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____
_____ employs three or more full time employees, which employees are engaged
in the business of rendering the services of the organisation and are not connected persons as defined
in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

**Commissioner of Oaths
 Signature & stamp**

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the DTI Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

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

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

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:

THE CONSTRUCTION OF ROAD AND PERIMETER LIGHTING AT THE PORT OF NGQURA.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) Registered address: Transnet National Ports Authority N2 Neptune Road TNPA Admin Building Port of NGQURA Port Elizabeth 6001 Transnet National Ports Authority N2 Neptune Road TNPA Admin Building Port of NGQURA Port Elizabeth 6001

10.1	The <i>Project Manager</i> is: (Name)	Siyabonga Tshaka
	Address	N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel	041 507 8605
	e-mail	Siyabonga.Tshaka@Transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Yandisa Siralarala
	Address	N2 Neptune Road TNPA Admin Building Port of Ngqura
	Tel No.	041 507 8633
	e-mail	Yandisa.Siralarala@Transnet.net
11.2(13)	The <i>works</i> are	The construction of Road and Perimeter Lighting at the Port of Ngqura
11.2(14)	The following matters will be included in the Risk Register	1. Restricted entry to the main entrance facility at Neptune road 2. Multiple contractors and Port operations working in close proximity
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	03 March 2023
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i> <i>key date</i>

		1 Road Lighting East, Perimeter Lighting West, Mini-substation West, CCTV West	04 August 2022
		2 Perimeter Lighting East, Mini-substation East, CCTV East	03 March 2023
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Whole of the Site	04 March 2022
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	04 March 2021	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)	
		the number of days with rainfall more than 10 mm	
		the number of days with minimum air temperature less than 0 degrees Celsius	

		the number of days with snow lying at 08:00 hours South African Time and these measurements: The place where weather is to be recorded (on the Site) is: The <i>Contractor's</i> Site establishment area The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: Port Elizabeth and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability

3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
 - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**

		3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000. 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	

B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, Gauteng, South Africa
	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	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R20 000.00 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	

X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
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 of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	
Z.1	Obligations in respect of Subcontracting	
Z1.1		It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.
Z1.2		The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-01 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z1.3		The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.

Z1.4

Insert addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-01, 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.

Z1.5

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage.

The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z2 **Local Production and Content Obligations****Z2.1**

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Electrical and Telecom Cables; 2 Transformers, Shunt Reactors and Associated Equipment (Class 0 and Components and conversion activities); 3 Steel Power Pylons (Steel Lattice Towers and Masts); 4 Steel Products and Component for Construction (Steel Value-added Products); and 5 Plastic Pipes.

Z2.2	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.
Z2.3	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. 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.
Z2.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z2.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
Z3	Additional clause relating to Performance Bonds and/or Guarantees
Z3.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.

Z4 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

		extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z4.2		Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z5	Additional obligations in respect of Termination	
Z5.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	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"
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	

Z6.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 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.
Z7	Additional Clause Relating to Collusion in the Construction Industry
Z7.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z8	Protection of Personal Information Act
Z8.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.....

11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

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

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction 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 *Works 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.

Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet National Ports Authority
N2 Neptune Road
TNPA Admin Building
Port of NGQURA
Port Elizabeth
6001

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA 967

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 *works* from the Contract Data} (the *works*).

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*, *Project Manager*, *works* and Completion Certificate 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 construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* 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 *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project 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 *Project 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)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	41

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

Identified and defined terms 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

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

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

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

2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION SUMMARY</u>				
		<u>SECTION NO. 1: PRELIMINARIES & GENERAL</u>				
		BILL NO. 1: PRELIMINARIES & GENERAL	Page	1-4		
		<u>SECTION NO. 2 : ROAD LIGHTING EAST, PERIMETER LIGHTING WEST, MINI SUBSTATION WEST AND CCTV WEST</u>				
		<u>SECTION NO. 2 : ROAD LIGHTING - EAST (PROVISIONAL)</u>				
		BILL NO. 1: ROAD LIGHTING (PROVISIONAL)	Page	5-12		
		<u>SECTION NO. 2 : PERIMETER LIGHTING - WEST (PROVISIONAL)</u>				
		BILL NO. 2 : PERIMETER LIGHTING WEST (PROVISIONAL)	Page	13-18		
		<u>SECTION NO. 2 : MINI-SUBSTATION WEST (PROVISIONAL)</u>				
		BILL NO. 3: MINI-SUBSTATION WEST (PROVISIONAL)	Page	19-23		
		<u>SECTION NO. 2 : CCTV WEST (PROVISIONAL)</u>				
		BILL NO. 4: CCTV WEST (PROVISIONAL)	Page	24-28		
		<u>SECTION NO. 3 : PERIMETER LIGHTING EAST, MINI SUBSTATION EAST AND CCTV EAST</u>				
		<u>SECTION NO. 3 : PERIMETER LIGHTING - EAST (PROVISIONAL)</u>				
		BILL NO. 1 : PERIMETER LIGHTING (PROVISIONAL)		29-33		
		<u>SECTION NO. 3 : MINI-SUBSTATION - EAST (PROVISIONAL)</u>				
		BILL NO. 2: MINI-SUBSTATION (PROVISIONAL)	Page	34-38		
		<u>SECTION NO. 3 : CCTV - EAST (PROVISIONAL)</u>				
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		Grand Total				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	SANS 1200	<u>SECTION NO. 1: PRELIMINARIES & GENERAL</u>				
		<u>BILL NO.1</u>				
		<u>PRELIMINARIES & GENERAL</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill.				
		<u>Preliminaries</u>				
		The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
	A 8.2.4	Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
	A 8.2.3	<u>FIXED CHARGE ITEMS</u>				
		<u>Contractual requirements</u>				
1	A 8.3.1	Contractual requirements	Item	1		
	A 8.3.2 & A 8.3.2.3	<u>Establishment of Facilities on the Site</u>				
	A 8.3.2.1	<u>Facilities for Engineer</u>				
2		a) Furnished Offices	Item	1		
3		c) Nameboards	Item	1		
	A 8.3.2.2	<u>Facilities for Contractor</u>				
4		a) Office and storage sheds	Item	1		
5		b) Workshops	Item	1		
6		c) Laboratories	Item	1		
7		d) Living accommodation	Item	1		
8		e) Ablution and latrine facilities	Item	1		
		f) Tools and equipment	Item	1		
9		g) Water supplies, electric power and communications	Item	1		
10		j) Plant	Item	1		
	A 8.3.3	<u>Other Fixed-charge Obligations</u>				
11		Setting out of works and surveys	Item	1		
12		Preparation of As-built drawings	Item	1		
13		Health and Safety Compliance	Item	1		
14		Environmental Compliance	Item	1		
		Carried to Collection				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
15	A 8.3.4	Removal of site establishment Removal of site establishment on completion of the work	Item	1		
		<u>TIME RELATED ITEMS</u>				
		<u>Contractual requirements</u>				
16	A 8.4.1	Contractual requirements	Month	12		
	A 8.4.2 & A 8.4.2.3	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
	A 8.4.2.1	<u>Facilities for Engineer</u>				
17		a) Furnished Offices	Month	12		
18		c) Nameboards	Month	12		
19		d) Survey assistants and materials	Month	12		
	A 8.4.2.2	<u>Facilities for Contractor</u>				
20		a) Office and storage sheds	Month	12		
21		b) Workshops	Month	12		
22		c) Laboratories	Month	12		
23		d) Living accommodation	Month	12		
24		e) Ablution and latrine facilities	Month	12		
25		f) Tools and equipment	Month	12		
26		g) Water supplies, electric power and communications	Month	12		
27		i) Access and access control	Month	12		
28		j) Plant	Month	12		
		<u>Supervision for Duration of Construction</u>				
30	A 8.4.3	Supervision	Month	12		
		<u>Company and Head office Overhead Cost</u>				
31	A 8.4.4	Company and Head office Overhead Cost for the duration of the contract.	Month	12		
	A 8.4.5	<u>Other Time-related Obligations</u>				
32		Health and Safety Compliance	Month	12		
33		Environmental Compliance	Month	12		
34		Compliance with Covid 19 health and safety regulations, health care waste management and construction health and safety guidelines.	Month	12		
		Total Collections Carried to Section Summary				

Total Collections Carried to Section Summary

Total Collections Carried to Section Summary

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : ROAD LIGHTING - EAST (PROVISIONAL)</u> <u>BILL NO.1</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Lighting Poles</u> Supply and deliver complete new 10m mounting height Fibreglass Pole, hinged base plate, Heavy Duty version with two way spigot and associated equipment as shown in drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer. Install complete new 10m mounting height Fibreglass Pole, hinged base plate, Heavy Duty version with two way spigot and associated equipment as shown in drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer. Supply and deliver complete new 10m mounting height Fibreglass Pole, hinged base plate, standard version with 1 way spigot and associated equipment as shown in drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer. Install complete new 10m mounting height Fibreglass Pole, hinged base plate, standard version with 1 way spigot and associated equipment as shown in drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer.				
1			No	100		
2			No	100		
3			No	30		
4			No	30		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Luminaries</u>				
5		Supply and deliver complete new equal or similar approved to Beka LEDLUME-Mini 16LED/55W Optic 5136 - 1000mA as per drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM".	No	230		
6		Install complete new equal or similar approved to Beka LEDLUME-Mini 16LED/55W Optic 5136 - 1000mA as per drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM".	No	230		
7		Supply and deliver complete new equal or similar approved to Beka LEDFlood-Max 128LED/279W Optic 5121 - 700mA as per drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM".	No	4		
8		Install complete new equal or similar approved to Beka LEDFlood-Max 128LED/279W Optic 5121 - 700mA as per drawing No: "1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM".	No	4		
		Concrete Light Mast Bases:				
		Tenderer to refer to detailed drawing No: "1124367-1-003-S-DE-0002-01-01-AH" attached to the RFP				
9		Excavate in pickable material for bases.	m3	463.32		
10		Extra over excavations in earth to bases and trenches for excavation in Soft Rock	m3	46.33		
11		Extra over excavations in earth to bases and trenches for excavation in Hard Rock	m3	23.17		
12		Risk of collapse to sides of excavations not exceeding 1,5m deep.	m2	936.00		
13		Cart away unsuitable material.	m3	463.32		
14		Backfilling with materials from excavations by hand in restricted space.	m3	94.77		
15		Rip and compact surface under bases in restricted space.	m2	421.20		
16		15MPA concrete blinding	m3	21.06		
17		30Mpa concrete cast against excavated surfaces for bases.	m3	336.96		
18		30Mpa concrete cast against formwork surfaces for plinth.	m3	31.59		
19		Formwork to edge of concrete plinth not exceeding 300mm high.	m	468.00		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
20		Chamfers to sides of beams 50 x 50	m	468.00		
21		Mild tensile steel reinforcement in various diameter bars.	tonnes	1.00		
22		High tensile steel reinforcement in various diameter bars.	tonnes	16.62		
		<u>Grade 8.8 Bolts to concrete plinths, etc:</u>				
23		Take delivery of steel holding down bolts set and cast into position	No	1.00		
24		M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers, set out to degree of accuracy 1. Bolts to be painted with Epoxy Tar following erection.	No	1 040		
25		Grouting under baseplates with 25mm thick grout	m2	105.30		
26		110mm diameter PVC long radius bend sleeve cast in concrete as per the drawing refered in item 5 above.	No	130		
		<u>New Low Voltage Kiosk (Distribution Board)</u>				
27		Supply, deliver and installation of the new Low voltage Kiosk as per drawing No: 1124367-1-283-E-LA-0001-02-00-PM to 1124367-1-283-E-LA-0001-04-00-PM.	No	2		
		<u>Concrete Plinth</u>				
28		Design, Supply and install 30MPa concrete plinth (plinth details shall be co-ordinated with the new LV Kiosk design). Contractor should provide rate for the complete construction of the base excluding item 14 & 15 below.	No	2		
29		Ref 395 mesh reinforcement	m2	5		
30		110mm diameter PVC long radius bend sleeve cast in concrete as per the drawing refered in item 13 above.	No	4		
		<u>Cable Trenches</u>				
		Trenching for LV cable installations:				
		Tenderer to refer to detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-00-PM attached to this RFP				
31		Excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	1 575		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
32		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide in restricted areas	m3	158		
33		Extra over excavations in earth to bases and trenches for excavation in Soft Rock	m3	158		
34		Extra over excavations in earth to bases and trenches for excavation in Hard Rock	m3	79		
35		Spoil of unsuitable material including free haul to a radius of 7km	m3	473		
36		Imported bedding under and filling around cables	m3	525		
37		Backfill and compaction of cable trenches with	m3	525		
38		Backfill and compaction of cable trenches with	m3	525		
		Cutting of the Existing Road for Sleeves for Excavations				
		Excavations in all materials for				
39		Electrical Ducts	m3	90		
		Extra over Item (a) above for :				
		1) intermediate Excavations				
40		Electrical Ducts	m3	27		
		Supply, lay, bed, and prove duct				
41		160mm uPvc class 34 pipes- Electrical	m	120		
		Imported bedding material, where ordered				
42		Electrical Ducts	m3	18		
		1) Roadbed preparation and compaction of material				
43		b)Minuim of 93% modifeid AASHTO to a maximum	m3	66		
		Pavement layers constructed from commercial				
		(a) Gravel selected layer compacted to:				
44		(i) G9 compacted to 93% of modified AASHTO	m3	12		
45		(ii) G7 compacted to 95% of modified AASHTO	m3	12		
46		(iii) G2 compacted to 95% of modified AASHTO	m3	12		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
47		(d) Gravel subbase (chemically stabilized): (i) Lower: compacted to 95% of modified AASHTO	m3	36		
48		Asphalt Base and Surfacing Inverted emulsion prime coat type MSP1 rate of application is at 0,8 litre/m2	m2	60		
49		Tack coat Spray surface using a 30% cationic stable grade emulsion, application rate is at 0,7 litre/m2	m2	60		
50		Construct asphalt with material from commercial	m2	60		
51		Cutting existing Bituminous Surfacing and pavement	m	60		
52		Sleeves and Light Pole Based on the Island: Carefully remove and set aside paving for later re-	m2	990		
53		Excavations Excavations in all materials for Electrical sleeves.	m3	116		
54		Supply, lay, bed, and prove duct 160mm uPvc class 34 pipes- Electrical	m	550		
55		Imported bedding material, where ordered Electrical Ducts	m3	6		
56		1) Roadbed preparation and compaction of material b) Minimum of 93% modified AASHTO to a maximum	m3	33		
57		Pavement layers constructed from commercial (a) Gravel selected layer compacted to: (i) G9 compacted to 93% of modified AASHTO density (150mm layer thickness)-Lower	m3	55		
58		(ii) G7 compacted to 95% of modified AASHTO	m3	55		
59		(iii) G2 compacted to 95% of modified AASHTO density (150mm layer thickness)	m3	55		
60		Re-Laying of Paving: Relay paving bricks including 50mm sand blinding, 375 Micron Damp Proof Membrane, including all required cuttings to sides, etc.	m2	990		
61		Low Voltage Cable Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3. Supply and deliver 50mm², 4-core, ECC, PVC, SWA, LV Cable	m	700		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
62		Install 50mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	700		
63		Supply and deliver 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	300		
64		Install 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	300		
65		Supply and deliver 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 700		
66		Install 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 700		
67		Supply and deliver 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	4 800		
68		Install 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	4 800		
		<u>Supply and Install Cable Termination</u>				
69		Supply, deliver and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	4		
70		Supply, deliver and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	2		
71		Supply, deliver and Install 6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	42		
72		Supply, deliver and Install 4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	210		
		<u>Cable Jointing</u>				
73		Supply, deliver and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	1		
		<u>Cable Identification</u>				
74		Supply, deliver and install Polythene Marker Tape (150mm wide, yellow and marked with the words "Electric Cable" at a depth of 350mm	m	7 500		
		<u>Cable Markers</u>				
75		Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Black	No.	190		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Circuit Breakers and Terminal Blocks</u>				
76		Supply, deliver and installation of the DIN-RAIL mounted mini-distribution board to all the supplied fiberglass poles, inclusive of the fuses and the switchgear shall be equal or similar approved to Schneider switchgear 6Ka, 2 pole Mainature circuit breaker, to be mounted on the DinRail as per drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-05-00-PM.	No.	130		
77		Supply, deliver and installation of 5 way terminal block single way	No.	130		
		<u>Earthing and Lightning Protection</u>				
78		Design, Supply and installation of earth Rod including earthing cable.	No.	130		
79		Design, Supply and installation of lightning rods (final) including connection to ground.	No.	130		
		<u>Testing and Commissioning</u>				
80		Testing and commissioning of Light Poles and issue a Certificate Of Compliance as per SANS 10142-1	No.	130		
81		Issue of certificate for Lightning and Surge protection in according with SANS 10313	No.	130		
Carried to Collections						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 2</u>				
		<u>BILL NO. 1: ROAD LIGHTING (PROVISIONAL)</u>				
		Page		5		
		Page		6		
		Page		7		
		Page		8		
		Page		9		
		Page		10		
		Page		11		
		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : PERIMETER LIGHTING - WEST (PROVISIONAL)</u> <u>BILL NO. 2</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Medium Mast Lighting Poles</u> Supply and deliver complete a new 15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer. Install complete a new 15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer. Supply and deliver complete a 10 meter counterbalanced scissor mast (with a base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer.				
1			No	79		
2			No	79		
3			No	4		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
4		Install complete a 10 meter counterbalanced scissor mast (with a base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer.	No	4		
5		<u>Luminaries</u> Supply and deliver complete a new equal or similar approved to Beka street light luminare LEDLUME-Midi 128LED/279W Optic 5119 - 700mA as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08".	No	83		
		Install complete a new equal or similar approved to Beka street light luminare LEDLUME-Midi 128LED/279W Optic 5119 - 700mA as per drawing No: "1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08".	No	83		
6		Supply and deliver complete a new photo-cell to suit the new proposed layout as per drawing : 1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08 and as per Transnet Specification TPD - 002- DB SPEC	No	30		
7		Install complete a new photo-cell to suit the new proposed layout as per drawing : 1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08 and as per Transnet Specification TPD - 002- DB SPEC	No	30		
		<u>Concrete Light Mast Bases:</u> Tenderer to refer to detailed drawing No: "1124367-1-006-S-DE-0003-01-01-AH" attached to the RFP				
8		Excavate in pickable material for bases.	m3	296		
9		Extra over excavations in earth to bases and trenches for excavation in Soft Rock	m3	30		
10		Extra over excavations in earth to bases and trenches for excavation in Hard Rock	m3	15		
11		Risk of collapse to sides of excavations not exceeding 1,5m deep.	m2	598		
12		Cart away unsuitable material.	m3	296		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
13		Backfilling with materials from excavations by hand in restricted space.	m3	61		
14		Rip and compact surface under bases in restricted space.	m2	269		
15		15MPA concrete blinding	m3	13		
16		30Mpa concrete cast against excavated surfaces for bases.	m3	215		
17		30Mpa concrete cast against formwork surfaces for plinth.	m3	20		
18		Formwork to edge of concrete plinth not exceeding 300mm high.	m	298.80		
19		Chamfers to sides of beams 50 x 50	m	298.80		
20		Mild tensile steel reinforcement in various diameter bars.	tonnes	0.64		
21		High tensile steel reinforcement in various diameter bars.	tonnes	11.06		
		<u>Hot Dipped Galvanised Holding Down Bolts</u>				
		<u>Grade 8.8 Bolts to concrete plinths, etc:</u>				
22		M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers, set out to degree of accuracy 1. Bolts to be painted with Epoxy Tar following erection.	No	664		
23		Grouting under baseplates with 25mm thick grout	m2	67.23		
24		110mm diameter PVC long radius bend sleeve cast in concrete as per the drawing refered in item 5 above.	No	83		
		<u>New Low Voltage Kiosk (Distribution Board)</u>				
25		Supply, deliver and installation of the new Low voltage Kiosk as per drawing No: 1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08.	No	4		
		<u>Concrete Plinth</u>				
26		Design, Supply and install 30 Mpa concrete plinth (plinth details shall be co-ordinated with the new LV Kiosk design). Rate to exclude steel reinforcement and PCV sleeves measured below.	No	4		
27		Ref 395 mesh reinforcement	m2	9		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
28		110mm diameter PVC long radius bend sleeve cast in concrete.	No	8		
		Tenderer to refer to detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-00-PM attached to this RFP				
		Trenching for LV cable installations:				
29		Excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	2 958		
30		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide.	m3	329		
31		Hard rock excavation including blasting.	m3	394		
32		Spoil of unsuitable material.	m3	986		
33		Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil.	m3	1 096		
34		Backfill and compaction of cable trenches with excavated material and 6mm screened.	m3	1 096		
35		Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3.	m3	1 096		
		<u>Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3.</u>				
36		Supply and deliver 50mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 900		
37		Install 50mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 900		
38		Supply and deliver 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	450		
39		Install 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	450		
40		Supply and deliver 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 700		
41		Install 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 700		
42		Supply and deliver 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	3 700		
43		Install 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	3 700		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
44		Supply and deliver 16mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	150		
45		Install 16mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	150		
		<u>Supply and Install Cable Termination</u>				
46		Supply, deliver and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	8		
47		Supply, deliver and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	2		
48		Supply, deliver and Install 6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	40		
49		Supply, deliver and Install 4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	108		
50		Supply, deliver and Install 16mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	2		
		<u>Cable Jointing</u>				
51		Supply, deliver and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	5		
52		Supply, deliver and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	1		
		<u>Cable Identification</u>				
53		Supply, deliver and install Polythene Marker Tape (150mm wide, yellow and marked with the words "Electric Cable" at a depth of 350mm	m	7 900		
		<u>Cable Markers</u>				
54		Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Black	No.	300		
		<u>Circuit Breakers and Terminal Blocks</u>				
55		Supply, deliver and installation of the DIN-RAIL mounted mini-distribution board to all the supplied galvanised steel poles, inclusive of the fuses and the switchgear shall be equal or similar approved to Schneider switchgear 6kA, 2 pole Mainature circuit breaker, to be mounted on the DinRail as per drawing No: 1124367-1-285-E-LA-0001-05 to 1124367-1-285-E-LA-0001-08.	No.	83		
56		Supply, deliver and installation of 5 way terminal block single way	No.	83		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
57		<u>Earthing and Lightning Protection</u> Design, supply and installation of earth spike, solid copper into ground.	No.	83		
58		Design, supply and installation of air termination (finial) and bonding of the mast to ground.	No.	83		
59		<u>Testing and Commissioning</u> Testing and commissioning of Light Poles and issue a Certificate Of Compliance as per SANS 10142-1	No.	83		
60		Issue of certificate for Lightning and Surge protection in according with SANS 10313	No.	83		
Carried to Collections						
<u>COLLECTIONS</u>						
<u>SECTION NO. 2</u>						
<u>BILL NO. 2 : PERIMETER LIGHTING WEST (PROVISIONAL)</u>						
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Total Collections Carried to Section Summary						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : MINI-SUBSTATION WEST (PROVISIONAL)</u> <u>BILL NO. 3</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Medium Voltage cable</u> Supply and deliver of Vultex type A, 50mm² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations as per SANS 101980-4 and drawing no.1124367-1-203-E-LA-0002-01. Installation of Vultex type A, 50mm² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations as per SANS 101980-4 and drawing no.1124367-1-203-E-LA-0002-01. <u>Cable Management System</u> The cables that to be mounted on cable ladder shall then be neatly installed by the contractor on a new cable ladder support system in accordance with TPD-003-CABLESPEC and TPD-001-EL&PSPEC Supply and installation of 500mm, 316 stainless steel 40 x 40mm Unistrut (unistrut to be installed every 1000mm intervals) as per drawing no: 1124367-1-203-E-LA-0002-01 and 1124367-1-203-E-LA-0002-02 Supply and installation of M12 x 100mm, 316 stainless steel anchor/ Raw bolt Supply and installation of 316 stainless steel 200mm length Cantilver Supply and installation of M10, 316 stainless steel long spring nut				
1		Supply and deliver of Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations as per SANS 101980-4 and drawing no.1124367-1-203-E-LA-0002-01.	m	11 860		
2		Installation of Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations as per SANS 101980-4 and drawing no.1124367-1-203-E-LA-0002-01.	m	11 860		
3		Supply and installation of 500mm, 316 stainless steel 40 x 40mm Unistrut (unistrut to be installed every 1000mm intervals) as per drawing no: 1124367-1-203-E-LA-0002-01 and 1124367-1-203-E-LA-0002-02	No	140		
4		Supply and installation of M12 x 100mm, 316 stainless steel anchor/ Raw bolt	No	560		
5		Supply and installation of 316 stainless steel 200mm length Cantilver	No	280		
6		Supply and installation of M10, 316 stainless steel long spring nut	No	1 120		
Carried to Collections						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
7		Supply and installation of M10 x 20mm, 316 stainless steel gutter bolt & square nut	No	1 120		
8		Supply and installation of 110mm dia, 316 stainless steel pipe to install 50mm ² , 3 core cable	m	104		
9		Supply and installation of 110mm dia, PVC flexible pipe (contractor to ensure there is no cable being exposed from the steel pipe on both ends of the bridge and they use correct joints to couple a steel pipe and the PVC pipe).	m	190		
10		Supply and installation of 114 dia pipe clamp, with 10mm holes	No	280		
		<u>Medium Voltage Cable Termination</u>				
11		Supply, deliver and Installation of new EN50181 termination kits for 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened and PVC sheathed	No	6		
		<u>Medium Voltage Cable Joints</u>				
12		Supply, delivery and Installation of equal or similar approved to Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed.	No	40		
		<u>Cable Clamps</u>				
13		Supply, delivery and Installation of equal or similar approved to o-line cable Clamps 316 stainless steel for Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheath.	Sum	1		
		<u>Fibre Optic Cable</u>				
14		Supply, deliver and Installation of new Single Mode glass core type Core Fibre Optic Cable. (to suite the Relay type offered by the tenderer, subject to approval by the TNPA Engineer.)	m	12 160		
15		Supply, deliver and installation of 24 core optic fibre splice box complete with associated cabling	No.	6		
16		Supply, deliver, installation, and configuration of a IP industrial network switch (managed, ring network compatible) complete with 4x fibre LC SFP connectors and 2 CAT6 ethernet ports	No.	3		
17		Supply, deliver and installation of IP68 outdoor IT equipment box	No.	3		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		Tenderer to refer to detailed drawing No: 1127367-1-285-E-LA-0002-01-1-TD; 1127672-1-285-E-LA-0002-02-1-TD and 1127672-1-285-E-LA-0002-03-1-TD attached to this RFP Trenching for MV cable installations: Excavation in pickable material. Trench dimensions taken as 500 wide x 1200mm deep. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access. Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Hard rock excavation including blasting. Spoil of unsuitable material. Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil. Backfill and compaction of cable trenches with excavated material and 6mm screened. Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3. <u>Cable Identification</u> Pre-cast concrete Interlocking Tiles size 600 x 150mm thick at a depth of 350mm (from the top of the cable to pre-cast concrete tile) <u>Cable Markers</u> Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Brilliant Green <u>Mini-Substations</u> Supply, Delivery, Offloading and Installation of a 630kVA 11000/400V low maintenance type RMU with internal arc outdoor type B Minisub, complete with switchgear as detailed in drawing no: 1124367-1-283-E-LA-0002-01 Design, supply and install 30MPa concrete plinth including site clearance, civil layer works, etc (plinth details shall be co-ordinated with the new Mini-Substation design) Design, Supply and Installation of Earth Mat for Proposed Mini Substation. This works shall be carried out in accordance with TPD-004 Earthing Spec and SANS 10313. Carried to Collections				
18			m3	4 163		
19			m3	463		
20			m3	555		
21			m3	4 163		
22			m3	4 625		
23			m3	4 625		
24			m3	4 625		
25			m	11 860		
26			No.	240		
27			No.	3		
28			No.	3		
29			No.	3		

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Testing and Commissioning</u>				
30		FAT and SAT Attendance by Independent Certified Protection Engineer and witness by Transnet design engineer team	Sum	1		
31		Commissioning tests of the proposed new mini-substations by a Certified Engineer in presence of TNPA design Engineer and client including protection grading and relay settings.	Sum	1		
32		Issue of certificate for Lightning and Surge protection in according with SANS 10313	Sum	1		
33		Allowance for VLF tests by a certified/qualified specialist. Test shall be witnessed by Transnet Design Engineer as per Transnet National Ports Authority:High Level Commissioning Plan Electrical Equipment	Sum	1		
Carried to Collections						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 2</u>				
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		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : CCTV WEST (PROVISIONAL)</u> <u>BILL NO. 4</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Low Voltage Cable</u> <u>Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3.</u>				
1		Supply and Deliver 16mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	500		
2		Install 16mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	500		
3		Supply and Deliver 16mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	320		
4		Install 16mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	320		
5		Supply and Deliver 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	340		
6		Install 10mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	340		
7		Supply and Deliver 10mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	870		
8		Install 10mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	870		
9		Supply and Deliver 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 450		
10		Install 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	1 450		
11		Supply and Deliver 6mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	1 450		
12		Install 6mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	1 450		
13		Supply and Deliver 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	220		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
14		Install 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	220		
15		Supply and Deliver 2,5mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	220		
16		Install 2,5mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	220		
17		Supply and Deliver 2,5mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	220		
18		Install 2,5mm ² , 2-core, ECC, PVC, SWA, LV Cable	m	220		
		<u>Cable Termination</u>				
19		Supply and Install 16mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	6		
20		Supply and Install 16mm, 2-core, ECC, PVC, SWA, LV Cable Termination	No	2		
21		Supply and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	4		
22		Supply and Install 10mm, 2-core, ECC, PVC, SWA, LV Cable Termination	No	10		
23		Supply and Install 6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	8		
24		Supply and Install 6mm, 2-core, ECC, PVC, SWA, LV Cable Termination	No	4		
25		Supply and Install 4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	4		
26		Supply and Install 2,5mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No	2		
27		Supply and Install 2,5mm, 2-core, ECC, PVC, SWA, LV Cable Termination	No	8		
		<u>Cable Jointing</u>				
28		Supply and Install 16mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	1		
29		Supply and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	1		
		<u>Cable Identification</u>				
30		Supply, deliver and install Polythene Marker Tape (150mm wide, yellow and marked with the words "Electric Cable" at a depth of 350mm	m	10 960		
		<u>Cable Markers</u>				
31		Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Black	No.	120		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>General Purpose Junction Boxes</u>				
32		Supply,Delivery and installation of 2-way No:3 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	2		
33		Supply,Delivery and installation of 2-way No:2 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	12		
34		Supply,Delivery and installation of 2-way No:1 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	3		
35		Supply,Delivery and installation of 2-way No:0 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	6		
36		Supply,Delivery and installation of No:3 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-05 to 1124367-1-285-E-LA-0003-07, equal or similar approved to CCG	No	4		
37		Supply,Delivery and installation of No:2 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-07, equal or similar approved to CCG	No	20		
38		Supply,Delivery and installation of No:1 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-07, equal or similar approved to CCG	No	6		
39		Supply,Delivery and installation of No:0 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-07, equal or similar approved to CCG	No	10		
		<u>Cable Management System</u>				
		The cables that to be mounted on cable ladder shall then be neatly installed by the contractor on a new cable ladder support system in accordance with TPD-003-CABLESPEC and TPD-001-EL&PSPEC				
40		Supply and installation of 700mm, 316 stainless steel 40 x 40mm Unistrut (unistrut to be installed every 1000mm intervals) as per drawing no: 1124367-1-203-E-LA-0002-01 and 1124367-1-203-E-LA-0002-02	No	52		
41		Supply and installation of M12 x 100mm, 316 stainless steel anchor/ Raw bolt	No	208		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
42		Supply and installation of 316 stainless steel 200mm length Cantilver	No	280		
43		Supply and installation of M10, 316 stainless steel long spring nut	No	416		
44		Supply and installation of M10 x 20mm, 316 stainless steel gutter bolt & square nut	No	416		
45		Supply and installation of 110mm dia, 316 stainless steel pipe to install 50mm ² , 3 core cable	m	220		
46		Supply and installation of 114 dia pipe clamp, with 10mm holes	No	208		
47		Coupling material to join or connect 110mm dia, 316 stainless steel pipe and 110mm dia, PVC pipe.	No	8		
		<u>Cable Trenches</u>				
		Tenderer to refer to detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-00-PM attached to this RFP				
		Trenching for LV cable installations:				
48		Excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	580		
49		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide.	m3	64		
50		Hard rock excavation including blasting.	m3	77		
51		Spoil of unsuitable material.	m3	193		
52		Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil.	m3	215		
53		Backfill and compaction of cable trenches with excavated material and 6mm screened.	m3	215		
54		Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3.	m3	215		
		<u>Earthing and Lightning Protection</u>				
55		Design, supply and installation of earth spike, solid copper into ground.	No.	20		
56		Design, supply and installation of air termination (finial) and bonding of the mast to ground.	No.	20		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
57		<u>Testing and Commissioning</u>				
		Testing and commissioning of Light Poles and issue a Certificate Of Compliance as per SANS 10142-1	Sum	1		
58		Issue of certificate for Lightning and Surge protection in according with SANS 10313	Sum	1		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 2</u>				
		<u>BILL NO. 4: CCTV WEST (PROVISIONAL)</u>				
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		Total Collections Carried to Section Summary				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 3 : PERIMETER LIGHTING - EAST (PROVISIONAL)</u> <u>BILL NO. 1</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Medium Mast Lighting Poles</u> Supply and Deliver complete a new 15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-01-00-PM to 1124367-1-285-E-LA-0001-04-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer.. Install complete a new 15 meter counterbalanced scissor mast (with a hinged base plate) complete with fully equipped circuit breakers, lifting equipment, luminaire spigot/ arm for mounting 1 luminaire and all cable connections and lightning protection as per drawing No: "1124367-1-285-E-LA-0001-01-00-PM to 1124367-1-285-E-LA-0001-04-00-PM", to be mounted on a concrete base (concrete base elsewhere measured) including grouting under the pole base plate to the approval of the Employer's Engineer.. <u>Luminaries</u> Supply and Deliver complete a new equal or similar approved to Beka street light luminaire LEDLUME-Midi 128LED/279W Optic 5119 - 700mA as per drawing No: "1124367-1-285-E-LA-0001-01-00-PM to 1124367-1-285-E-LA-0001-04-00-PM". Install complete a new equal or similar approved to Beka street light luminaire LEDLUME-Midi 128LED/279W Optic 5119 - 700mA as per drawing No: "1124367-1-285-E-LA-0001-01-00-PM to 1124367-1-285-E-LA-0001-04-00-PM".				
1			No	125		
2			No	125		
3			No	130		
4			No	130		
Carried to Collections						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Concrete Light Mast Bases:</u>				
		Tenderer to refer to detailed drawing No: "1124367-1-006-S-DE-0003-01-01-AH" attached to the RFP				
5		Excavate in pickable material for bases.	m3	446		
6		Extra over excavations in earth to bases and trenches for excavation in Soft Rock	m3	45		
7		Extra over excavations in earth to bases and trenches for excavation in Hard Rock	m3	22		
8		Risk of collapse to sides of excavations not exceeding 1,5m deep.	m2	900		
9		Cart away unsuitable material.	m3	446		
10		Backfilling with materials from excavations by hand in restricted space.	m3	91		
11		Rip and compact surface under bases in restricted space.	m2	405		
12		15MPa concrete blinding	m3	20		
13		30Mpa concrete cast against excavated surfaces for bases.	m3	324		
14		30Mpa concrete cast against formwork surfaces for plinth.	m3	30		
15		Formwork to edge of concrete plinth not exceeding 300mm high.	m	450		
16		Chamfers to sides of beams 50 x 50	m	450		
17		Mild tensile steel reinforcement in various diameter bars.	tonnes	1.64		
18		High tensile steel reinforcement in various diameter bars.	tonnes	27.68		
		<u>Hot Dipped Galvanised Holding Down Bolts</u>				
		<u>Grade 8.8 Bolts to concrete plinths, etc:</u>				
19		M20 holding down bolt 800mm long with 130 x 130 x 14mm plate welded 14mm up on one end with two nuts and washers, set out to degree of accuracy 1. Bolts to be painted with Epoxy Tar following erection.	No	1 000		
20		Grouting under baseplates with 25mm thick grout	m2	-		
21		110mm diameter PVC long radius bend sleeve cast in concrete as per the drawing refered in item 3 above.	No	-		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
22		<u>New Low Voltage Kiosk (Distribution Board)</u> Supply, deliver and installation of the new Low voltage Kiosk as per drawing No: 1124367-1-285-E-LA-0001-01 to 1124367-1-285-E-LA-0001-04.	No	6		
23		<u>Concrete Plinth</u> Design, Supply and install 30MPa concrete plinth (plinth details shall be co-ordinated with the new LV Kiosk design). Contractor should provide rate for the complete construction of the base excluding items measure below for reinforcement and PCV sleeves.	No	6		
24		Ref 395 mesh reinforcement	m2	14		
25		110mm diameter PVC long radius bend sleeve cast in concrete as per the drawing refered in item 4 above.	No	12		
26		<u>Cable Trenches</u> Tenderer to refer to detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-00-PM attached to this RFP Trenching for LV cable installations: Excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	3 621		
27		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide.	m3	402		
28		Hard rock excavation including blasting.	m3	483		
29		Spoil of unsuitable material.	m3	1 207		
30		Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil.	m3	1 341		
31		Backfill and compaction of cable trenches with excavated material and 6mm screened.	m3	1 341		
32		Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3.	m3	1 341		
33		<u>Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3.</u> Supply and Deliver 50mm², 4-core, ECC, PVC, SWA, LV Cable	m	2 495		
34		Install 50mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	2 495		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
35		Supply and Deliver 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	2 035		
36		Install 6mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	2 035		
37		Supply and Deliver 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	5 050		
38		Install 4mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	5 050		
		<u>Supply and Install Cable Termination</u>				
39		Supply, deliver and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	14		
40		Supply, deliver and Install 6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	52		
41		Supply, deliver and Install 4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	200		
		<u>Cable Jointing</u>				
42		Supply and Install 50mm, 4-core, ECC, PVC, SWA, LV Cable Joint	No.	6		
		<u>Cable Identification</u>				
43		Supply, deliver and install Polythene Marker Tape (150mm wide, yellow and marked with the words "Electric Cable" at a depth of 350mm	m	9 580		
		<u>Cable Markers</u>				
44		Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Black	No.	300		
		<u>Circuit Breakers and Terminal Blocks</u>				
45		Supply, deliver and installation of the DIN-RAIL mounted mini-distribution board to all the supplied galvanised steel poles, inclusive of the fuses and the switchgear shall be equal or similar approved to Schneider switchgear 6kA, 2 pole Mainature circuit breaker, to be mounted on the DinRail as per drawing No: 1124367-1-285-E-LA-0001-01 to 1124367-1-285-E-LA-0001-04.	No.	125		
46		Supply, deliver and installation of 5 way terminal block single way	No.	125		
		<u>Earthing and Lightning Protection</u>				
47		Design, supply, and installation of an earth spike ,solid copper copper into ground.	No.	125		
48		Design, supply, and installation of lightning rods (finial) and bonding of the mast to ground.	No.	125		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
49		Design, supply, and installation of lightning rods (final) and bonding of the mast to ground.	No.	125		
		<u>Testing and Commissioning</u>				
50		Testing and commissioning of Light Poles and issue a Certificate Of Compliance as per SANS 10142-1	No.	125		
51		Issue of certificate for Lightning and Surge protection in according with SANS 10313	No.	125		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 3</u>				
		<u>BILL NO. 1 : PERIMETER LIGHTING (PROVISIONAL)</u>				
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<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1		<u>SECTION NO. 3 : MINI-SUBSTATION - EAST (PROVISIONAL)</u>				
		<u>BILL NO. 2</u>				
		<u>ELECTRICAL WORKS (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary				
1		<u>Medium Voltage Cable</u>				
		Supply, deliver and Installation of Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded, galvanised steel wire armoured and PVC sheathed for the reticulation of Mini-Substations as per SANS 101980-4 and drawing no."1124367-1-203-E-LA-0001-01".	m	19 320		
2		<u>Medium Voltage Cable Termination</u>				
		Supply, deliver and Installation of new EN50181 termination kits for 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened and PVC sheathed	No	24		
3		<u>Medium Voltage Cable Joints</u>				
		Supply, delivery and Installation of equal or similar approved to Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded ,galvanised steel wire armoured and PVC sheathed.	No	40		
4		<u>Low Voltage Cable</u>				
		<u>Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3.</u>				
4		Supply and Install 150mm ² , 4-core, ECC, PVC, SWA, LV Cable	m	300		
		<u>Supply and Install Cable Termination</u>				
5		Supply and Install 150mm ² , 4-core, ECC, PVC, SWA, LV Cable Termination	No	2		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
6		<u>Cable Clamps</u> Supply, delivery and Installation of equal or similar approved to o-line cable Clamps 316 stainless steel for Vultex type A, 50mm ² , 3 core, 6.35/11kV XLPE insulated, copper tape screened, PVC bedded ,galvanised steel wire armoured and PVC sheath.	Sum	1		
7		<u>Fibre Optic Cable</u> Supply, deliver and Installation of new Single Mode glass core type Core Fibre Optic Cable. (to suite the Relay type offered by the tenderer, subject to approval by the TNPA engineer.)	m	15 640		
8		HDPE tubing with super smooth silicon coating inside. Supply and installation of new fibre ducting, equal or similar approved to Emtelle 32mm Fibre flow tube bundle loose protected micro-duct inclusive of accessories.	m	15 640		
9		Supply, deliver and installation of 24 core optic fibre splice box complete with associated cabling	No.	24		
10		Supply, deliver, installation, and conguration of a IP industrial network switch (managed, ring network compatible) complete with 4x fibre LC SFP connectors and 2 CAT6 ethernet ports	No.	12		
11		Supply, deliver and installation of IP68 outdoor IT equipment box	No.	12		
		<u>Cable Trenches</u> Tenderer to refer to detailed drawing No: 1127367-1-285-E-LA-0002-01-1-TD; 1127672-1-285-E-LA-0002-02-1-TD and 1127672-1-285-E-LA-0002-03-1-TD attached to this RFP Trenching for MV cable installations:				
12		Excavation in pickable material. Trench dimensions taken as 500 wide x 1200mm deep. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	6 781		
13		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide.	m3	753		
14		Hard rock excavation including blasting.	m3	904		
15		Spoil of unsuitable material.	m3	6 781		
16		Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil.	m3	7 535		
17		Backfill and compaction of cable trenches with excavated material and 6mm screened.	m3	7 535		
18		Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3.	m3	7 535		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
19		Excavate and cart away unsuitable material, smoothing out of bottom of the trench, compaction, laying of 200mm thick sand bedding, 200mm clean selected back fillig, 200mm thick backfill from excavated material and making good, all as per the attached detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-01-TD..	m	260		
20		Extra over excavations in earth to bases and trenches for excavation in Soft Rock	m3	406		
21		Extra over excavations in earth to bases and trenches for excavation in Hard Rock	m3	203		
		<u>Cable Identification</u>				
22		Pre-cast concrete Interlocking Tiles size 600 x 150mm thick at a depth of 350mm (from the top of the cable to pre-cast concrete tile)	m	19 320		
		<u>Cable Markers</u>				
23		Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Brilliant Green	No.	790		
		<u>Mini-Substations</u>				
24		Supply, Delivery, Offloading and Installation of a 630kVA 11000/400V low maintenance type RMU with internal arc outdoor type B Minisub, complete with switchgear as detailed in drawing no: 1124367-1-001-E-LA-0001-01-0A-SM.	No.	12		
25		Design, supply and install 30MPa concrete plinth including site clearance, civil layer works, etc (plinth details shall be co-ordinated with the new Mini-Substation design)	No.	12		
26		Design, supply and install of an earth-mat for proposed miniature substation, this work shall be carried out in accordance with TPD-004-EARTHINGSPEC and SANS 10313.	No.	12		
		<u>Testing and Commissioning</u>				
27		FAT and SAT Attendance by Independent Certified Protection Engineer and witness by TNPA design engineer team	Sum	1		
28		Commissioning tests of the proposed new mini-substations by a Certified Engineer in presence of TNPA design Engineer and client including protection grading and relay settings.	Sum	1		
29		Issue of certificate for Lightning and Surge protection in according with SANS 10313	Sum	1		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
30		Allowance for VLF tests by a certified/qualified specialist. Test shall be witnessed by Transnet Design Engineer as per Transnet National Ports Authority:High Level Commissioning Plan Electrical Equipment	Sum	1		
31		Supply, delivery, installation, testing and commissioning of power supply cables to the existing sewer pump-station, including monitoring cables and SCADA integration with minisubstation.	Sum	1		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 3</u>				
		<u>BILL NO. 2: MINI-SUBSTATION (PROVISIONAL)</u>				
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<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 3 : CCTV - EAST (PROVISIONAL)</u> <u>BILL NO. 3</u> <u>ELECTRICAL WORKS (PROVISIONAL)</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary <u>Low Voltage Cable</u> <u>Cables shall be PVC Insulated PVC bedded SWA PVC ECC sheathed 600/1000V and manufactured to SANS 1507-3.</u>				
1		Supply and Driver 16mm, 4-core, ECC, PVC, SWA, LV Cable	m	2 500		
2		Install 16mm, 4-core, ECC, PVC, SWA, LV Cable	m	2 500		
3		Supply and Deliver 10mm, 4-core, ECC, PVC, SWA, LV Cable	m	1 900		
4		Install 10mm, 4-core, ECC, PVC, SWA, LV Cable	m	1 900		
5		Supply and Deliver 6mm, 4-core, ECC, PVC, SWA, LV Cable	m	1 450		
6		Install 6mm, 4-core, ECC, PVC, SWA, LV Cable	m	1 450		
7		Supply and Deliver 4mm, 4-core, ECC, PVC, SWA, LV Cable	m	220		
8		Install 4mm, 4-core, ECC, PVC, SWA, LV Cable	m	220		
		<u>Cable Termination</u>				
9		Supply and Install 16mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	20		
10		Supply and Install 10mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	18		
11		Supply and Install 6mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	74		
12		Supply and Install 4mm, 4-core, ECC, PVC, SWA, LV Cable Termination	No.	136		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
13		<u>Cable Identification</u> Supply, deliver and install Polythene Marker Tape (150mm wide, yellow and marked with the words "Electric Cable" at a depth of 350mm	m	11 920		
14		<u>Cable Markers</u> Supply, deliver and install concrete cable route marker with engraved anodised aluminium ID plates (indicating the direction of the cable, voltage and depth of burial) cable Marker Colour – Black	No.	300		
15		<u>General Purpose Junction Boxes</u> Supply,Delivery and installation of 2-way No:3 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	10		
16		Supply,Delivery and installation of 2-way No:2 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	24		
17		Supply,Delivery and installation of 2-way No:1 Junction box fitted with terminals. IP68 equal or similar approved to CCG	No	5		
18		Supply,Delivery and installation of No:3 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-4 , equal or similar approved to CCG	No	20		
19		Supply,Delivery and installation of No:2 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-4 , equal or similar approved to CCG	No	48		
20		Supply,Delivery and installation of No:1 stainless steel gland including corrosion guard as per drawing no:1124367-1-285-E-LA-0003-01 to 1124367-1-285-E-LA-0003-4 , equal or similar approved to CCG	No	10		
		Tenderer to refer to detailed drawing No: 1124367-1-283-E-LA-0001-01-00-PM to 1124367-1-283-E-LA-0001-04-00-PM attached to this RFP Trenching for LV cable installations:				
21		Excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide. Rate to include for all consolidation of trenches, shoring and water logging if required and protection from public access.	m3	321		
22		Hand excavation in pickable material. Trench dimensions taken as 350 deep x 600 wide.	m3	36		
		Carried to Collections				

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
23		Hard rock excavation including blasting.	m3	43		
24		Spoil of unsuitable material.	m3	107		
25		Imported bedding under and filling around cables comprising sifted river sand or 3mm screened soil.	m3	119		
26		Backfill and compaction of cable trenches with excavated material and 6mm screened.	m3	119		
27		Backfill and compaction of cable trenches with excavated material free of rubble and stone larger than 0.5dm3.	m3	119		
		<u>Earthing and Lightning Protection</u>				
28		Design, supply and installation of earth spike, solid copper into ground.	No.	38		
29		Design, supply and installation of air termination (finial) and bonding of the mast to ground.	No.	38		
		<u>Testing and Commissioning</u>				
30		Testing and commissioning of Light Poles and issue a Certificate Of Compliance as per SANS 10142-1	Sum	1		
31		Issue of certificate for Lightning and Surge protection in according with SANS 10313	Sum	1		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 5</u>				
		<u>BILL NO. 3: CCTV (PROVISIONAL)</u>				
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