

NEC3 Engineering and Construction Contract (ECC3)

Transnet Engineering

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: Supply, Installation and Commissioning of RPZ (Reduced Pressure Zone Backflow Prevention) valve systems, gate valves and completion of electrical and plumbing works to well points installations.

RFP NUMBER	: TE21-SRX-1DF-1050-CIDB
ISSUE DATE	: 15/09/2021
COMPULSORY BRIEFING	: 28/09/2021
CLOSING DATE	: 26 October 2021
CLOSING TIME	: 10H00 am South African Time
TENDER VALIDITY PERIOD	: 18 January 2022

PREQUALIFICATION CRITERIA - ONLY RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFP:

- **MINIMUM CIDB GRADED 2SO (CIVIL ENGINEERING WORKS OR HIGHER CIDB GRADING)**

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SIGNED BY TENDERER _____ DATE _____

Part T1: Tendering Procedures

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	Provision of specialist services to contact upgrade and replacement of components in existing effluent plants located at Saldanha and Bellville depots.
TENDER FEE AND BANKING DETAILS	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za / CIDB Tender Portal at www.cidb.org.za or the Transnet Website at www.transnet.net : FREE OF CHARGE . Alternatively, this RFP may be requested via e-mail to the following person free of charge: Name: Charlene Nel E-mail: Charlene.Nel@transnet.net
COLLECT RFP/ANNEXURES FROM:	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za / CIDB Tender Portal at www.cidb.org.za or the Transnet Website at www.transnet.net : FREE OF CHARGE . Alternatively, this RFP may be requested via e-mail to the following person free of charge: Name: Charlene Nel E-mail: Charlene.Nel@transnet.net
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 07:00 and 15:00 from (2021/09/16) until (2021/09/27)

<p>COMPULSORY TENDER CLARIFICATION MEETING</p>	<p>A Compulsory Tender Clarification Meeting will be conducted at</p> <p>Address: Transnet Engineering, ME Building, Procurement Boardroom, First Floor, 19 Voortrekker Rd, Salt River, Cape Town, 7925 on 28 September 2021 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
<p>COMPULSORY TENDER CLARIFICATION MEETING</p>	<p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to bring a copy of the contract number TE21-SRX-1DF-1050-CIDB. • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. <p>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>10:00 am South African Time on 26 October 2021</p> <p>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.</p>

SIGNED BY TENDERER _____ DATE _____

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TE21-SRX-1DF-1050-CIDB

Description: RPZ VALVE and WELL POINTS

Closing date and time: **26 October at 10:00 am**

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

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

3. 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:

Transnet Engineering, Permit Office, 19 Voortrekker Road, Salt River Cape Town

and must be addressed as follows:

THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL

TENDER BOX (Tender box is located inside the permit office to the entrance of Transnet)

19 VOORTREKKER ROAD, SALT RIVER, CAPE TOWN, 7925

The measurements of the "tender slot" are 3200mm wide x 50mm 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 Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL

TENDER BOX (Tender box is located inside the permit office to the entrance of Transnet)

19 VOORTREKKER ROAD, SALT RIVER, CAPE TOWN, 7925

3.3 Opening of Tenders

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

SIGNED BY TENDERER _____ DATE _____

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 **T2.2-13 -Breach of Law** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

SIGNED BY TENDERER _____ DATE _____

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


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

 Complete a Form Complete a form with all the details, with no data charge.	 AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	 What's App Speak to an Agent via What's App.	 Speak to an Agent Speak to an Agent via the platform with no call or data charge	 Telegram Speak to an Agent via Telegram
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 **0800 033 056**  **086 551 4153**  **reportit@ethicshelpdesk.com**  ***120*0785980808#**

IDS BELOW R5MILLION RANDS

Should a respondent have any material concerns regarding an RFP process, a complaint may be lodged with the Chief Procurement Officer of Transnet Engineering for investigation. An official complained may be lodged at mail address:

Tendercomplaints.transnetengineering@transnet.net

Respondents are to 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 bidder on a list of restricted bidders.

SIGNED BY TENDERER _____ DATE _____

T1.2 TENDER DATA

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)
<hr/>		
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 Activity Schedule C2.3 Contract Rates and Special Items
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
	Annexures	Annexures G, H, I, J, K, L

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Charlene Nel
	Address:	19 Voortrekker Road
	Tel No.	021 507 2781
	E – mail	Charlene.Nel@transnet.net

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

- **Eligibility with regards to being CIDB Registered:**
Tenderer to be estimated minimum CIDB graded 2SO
- **Eligibility with regards to attendance at the compulsory clarification meeting:**
Tenderers must properly complete, duly sign and submit returnable schedule T2.2-01

An authorized representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original, one (1)** 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:

SIGNED BY TENDERER _____ DATE _____

Location of tender box: TRANSNET ENGINEERING
 TENDER BOX (Tender box is located inside the permit office to the entrance of Transnet)
 19 Voortrekker Road, Salt River, Cape Town, 7925

Physical address: The tender documents must be submitted labelled with:
 Name of Tenderer: _____
 Contact person and details: _____

Identification details:
 The Tender Number: TE21-SRX-1DF-1050-CIDB
 The Tender Description: RPZ VALVES and WELL POINTS
 Documents must be marked for the attention of:
Employer's Agent: Charlene Nel

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

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

Time: **10:00 am South African time on the 26 October 2021**

Location: Transnet Engineering, Tender Box (Tender box is located inside the permit office to the entrance of Transnet), 19 Voortrekker Road, Salt River, Cape Town, 7925

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **18 January 2022** 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.
Tenderer TCS PIN: _____
 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. Proof of registration on the Central Supplier Database;
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4. 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: **70%**

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

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

C.3.12. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

and/or

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 tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

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
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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).

Part T2: Returnable Documents**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

[2.1.1] Returnable parts of tender document

	Title Cover Page
	Part T1: Tendering Procedures
T1.1	Tender notice & invitation to tender
T1.2	Tender Data
T1.3	Conditions of Tender
	Part 2: Pricing Data
Part C1	Agreements & Contract Data
	C1.1 Offer Portion of Form of Offer & Acceptance
	C1.2 Contract Data provided by the Employer
	C1.2 Contract Data provided by the Contractor
	C1.3 Forms of Securities
Part C2	Pricing Data
	C2.1 Pricing instructions (Activity Schedule)
	C2.2 Activity Schedule
	C2.3 Contract Rates and Special Items
	C3.1 Employer's Works Information
Part C3	Technical Specification and Scope of Work
Part C4	Site Information
Annexure A	Occupational Health, Safety and Environmental Specifications

SIGNED BY TENDERER _____ DATE _____

[T2.2.2] List of Returnable Schedules

Description	Check Box
SBD 4 -Declaration of Interest	
SBD 9 – Certificate of Independent Bid Determination	
SBD 9 – Certificate of Independent Quotation/Proposal Determination	
Appendice B: Affidavit or Solemn Declaration as to VAT registration status	
Appendice C: Sworn Affidavit – B-BBEE Qualifying Small Enterprise - General	
Appendice D: Sworn Affidavit - B-BBEE Exempted Micro Enterprise - General	
C1.1: Form of Offer & Acceptance	
C1.2: Contract Data	
C1.3: Forms of Securities	
C2.2.1: Schedule of Rates	
C2.2.2 Summary of Prices	
C3.1: Employer’s Works Information	
Annexure A: Occupational Health, safety and Environmental Specifications – Salt River, Bellville & Saldanha	
Annexure F: SBD1 (Tax compliance Status – Part A & B)	
Annexure M – Protection of Personal Information	
T2.2-03 Programme (Lead Time)	
T2.2-04: Previous Experience	
T2.2-05 Authority to submit tender	
T2.2-06 Record of addenda to tender documents	
T2.2-07 Letter of Good Standing	
T2.2-08 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)	
T2.2-09 Risk Elements	
T2.2-10 Annex G Compulsory Enterprise Questionnaire	
T2.2-11 Non-Disclosure Agreement	
T2.2-12 RFP Declaration Form	
T2.2-13 RFP – Breach of Law	

SIGNED BY TENDERER _____ DATE _____

T2.2-14	Certificate of Acquaintance with Tender Document	
T2.2-15	Service Provider Integrity Pact	
T2.2-16:	Supplier Code of Conduct	
T2.2-17	Supplier Declaration Form	
T2.2-18:	Insurance Provided by the Contractor	

Returnable Documents	SUBMITTED [Yes or No]
Valid Tax Clearance	
CSD with MAA number (attach copy of such)	
Certified ID copies of Directors	
Letter of good standing (COID)	
Valid or original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs & QSE's] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in disqualification	

In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **Mandatory documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

Mandatory Documents	<i>SUSUBMITTED</i> [Yes or No]
NEC Document (complete)	
Valid CIDB certificate	
T2.2-01 - Certificate of attendance at Compulsory Tender Clarification Meeting	
Local Content Annexures: A, B, C, D, E & F Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2] /(T2.2-02)	

SIGNED BY TENDERER _____ DATE _____

Mandatory Documents	<i>SUSUBMITTED</i> [Yes or No]
(Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.)	
Annexure C – Local Content Declaration: Summary Schedule	
Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C (Annexures D and E are Supporting Schedules to Annexure C.)	
Annexure E – Local Content Declaration: Supporting Schedule to Annexure C	
Annexure M – Protection of Personal Information	
Annexure F: SBD1 (Tax compliance Status – Part A & B)	
T2.2-10 Annex G Compulsory Enterprise Questionnaire	

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that

_____ (Company Name)

Represented

_____ (Name and

by:

_____ 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

SIGNED BY TENDERER _____ DATE _____

SBD 6.2**T2.2-02: 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;

SIGNED BY TENDERER _____ DATE _____

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>
• Electrical and Telecom Cables;	90%
• Valves Products and Actuators	70%
• Steel Value-Added Products	100%
• Plastic Pipes	100%

SIGNED BY TENDERER _____ DATE _____

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.

SIGNED BY TENDERER _____ DATE _____

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: TE21-SRX-1DF-1050-CIDB

ISSUED BY: TRANSNET ENGINEERING 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 (Annexure 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 1 below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract

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

- (a) The facts contained herein are within my own personal knowledge.
 - I have satisfied myself
- (b) 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

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 Electrical and Telecom 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)	
Local content %, as calculated in terms of SATS 1286:2011	

SIGNED BY TENDERER _____ DATE _____

Price of the Designated commodity Valves Products and Actuators Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Steel Value-Added Products Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Plastic 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)	
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.

(c) 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.

(d) 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 200).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SIGNED BY TENDERER _____ DATE _____

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

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry (“DTI”) to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer’s* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30-day period, the *Contractor* shall pay a Non-Compliance penalty (“Non-compliance Penalty”) to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content 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

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.

SIGNED BY TENDERER _____ DATE _____

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.

Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount

Non-compliance Penalty Certificate:

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

Payment of Non-compliance Penalties:

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

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.

SIGNED BY TENDERER _____ DATE _____

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*.

T2.2-03: EVALUATION SCHEDULE: PROGRAMME

1. STAGE ONE: Pre-qualification Criteria - Eligibility with regards to being CIDB Registered

Tenderer to be estimated minimum CIDB graded 2SO

2. STAGE TWO: Eligibility with regards to:

T2.2-01 - Certificate of attendance at Compulsory Tender Clarification Meeting

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

3. STAGE THREE – Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

Transnet is required to set a stipulated minimum threshold be set for this NEC under:

•Electrical and Telecom Cables;	90%
•Valves Products and Actuators	70%
•Steel Value-Added Products	100%
•Plastic Pipes	100%

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

- **Annexure B** – Declaration Certificate for Local Production and Content [SBD 6.2] /(T2.2-02)
- **Annexure C** – Local Content Declaration: Summary Schedule
- **Annexure B** and **C** must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
- **Annexures D** and **E** are Supporting Schedules to **Annexure C**. They are named as follows:
- **Annexure D** – Imported Content Declaration: Supporting Schedule to Annexure C
- **Annexure E** – Local Content Declaration: Supporting Schedule to **Annexure C**
- **Annexure F** – Guidance Document for the calculation of Local Content

SIGNED BY TENDERER _____ DATE _____

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

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 minimum % Local Content Thresholds set for this NEC 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 **70%** points. 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.

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

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as detailed in the following table:

SIGNED BY TENDERER _____ DATE _____

Technical Criteria and Functional Requirements	% Weight	Evidence
<p><u>LEAD TIME: PROMPTS FOR JUDGEMENT</u></p> <p>>2 months = 5 points >2 to 3 months = 4 points >3 to 4 months = 3 points >4 to 5 months = 2 points >5 to 6 months = 1 point > 6 months = 0 points</p>	15%	<p>As stated, by tenderer, in the tender proposal documentation and as evidenced in:</p> <p>T2.2-03 Programme (Lead Time)</p>
<p><u>PREVIOUS EXPERIENCE: PROMPTS FOR JUDGEMENT</u></p> <p>>5 or more similar projects with contactable references = 5 points >4 similar projects with contactable references = 4 points >3 similar projects with contactable references = 3 points >2 similar projects with contactable references = 2 points >1 similar project with contactable reference = 1 point >0 similar projects/0 contactable references = 0 point</p>	35%	<p>List of completed and current projects showing works of similar scope and/or pertaining to effluent plant upgrades or installations and as evidence in</p> <p>T2.2-04 Previous Experience</p>
<p><u>COMPLIANCE TO SPECIFICATION: PROMPTS FOR JUDGEMENT</u></p> <p>Indicates compliance (Yes) and non-compliance (No) to certain of specified requirements with reasons stated and alternative solution provided. = 5 Points</p> <p>Non-compliance to all or some of the specified specifications with no reasons and alternative provided i.e. no indication provided in Yes/No column for listed items. = 0 Point</p>	45%	<p>As submitted and evidenced in Part C3 – Scope of Work – Section 1 – column filled in indicating compliance by inserting ‘Yes’ or ‘No’ under Clauses 4.2.2.3 and 4.2.2.4</p>
<p><u>LETTERS OF RECOMMENDATION: PROMPTS FOR JUDGEMENT</u></p> <p>Letters of recommendation on previous contracts detailing satisfactory or good performance on work/services provided. Letter to be on issuing company’s letterhead.</p> <p>PROMPTS FOR JUDGEMENT</p> <p>>5 or more letters of recommendation. = 5 Points >4 letters of recommendation. = 4 Points >3 letters of recommendation. = 3 Points >2 letters of recommendation. = 2 Points >1 letter of recommendation. = 1 Point No letters of recommendation = 0 Point</p>	5%	<p>Letters of Recommendation submitted adhering to following min. requirements:</p> <ol style="list-style-type: none"> 1. Letter issued on issuing company letterhead 2. Reference letter dated no older than 12 months
<p>Total Weighting:</p>	100%	
<p>Minimum qualifying score required</p>	70%	

SIGNED BY TENDERER _____ DATE _____

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as detailed in the following table:

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

- **T2.2-03 Programme (Lead Time)**
- **T2.2-04 Previous Experience**
- **Compliance to specification as indicated in Part C3 – Clauses 4.2.2.3 and 4.2.2.4**
- **Letter/s of Recommendation submitted with tender as provided by previous contract employers.**

Each evaluation criteria will be assessed in terms of scores of 0, 1, 2, 3, 4 or 5.

Scores attained will be multiplied by defined category percentage weighting [e.g. score of 3 out of max. 5 point i.e. (3 ÷ 5) x 35% (category weight) = 21% for category]. Total percentage points for each category will be added together to ascertain the overall total percentage points achieved.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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.

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

5. STAGE Five: Evaluation and Final Weighted Scoring

- **Price Criteria [Weighted score 80 points]:**

Commercial offer

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

- **Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]
B-BBEE - current scorecard / B-BBEE Preference Points Claims Form**

SIGNED BY TENDERER _____ DATE _____

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 8 of the B-BBEE Preference Point Claim Form.

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Threshold	Minimum Percentage [%]
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE	20
TOTAL SCORE:	100

6. STAGE SIX: Post Tender Negotiations (if applicable)

Transnet reserves the right to undertake post-tender negotiations [PTN] in terms of the Preferential Procurement Regulations, 2017 with the highest points scoring bidder who ranked the highest in prices offered, unless objective criteria justify the award to another bidder. If price offered by the highest scoring bidder is not market-related, Transnet will conduct negotiations in the following sequence:

- (i) negotiate a market-related price with the Respondent scoring the highest points and should negotiations fail;
- (ii) negotiate a market-related price with the Respondent scoring the second highest points; and should negotiations fail;
- (iii) negotiate a market-related price with the Respondent scoring the third highest points;

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet will cancel the RFQ

7. STAGE SEVEN: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as, price and delivery. Thereafter the final contract will be awarded to the successful Respondent (s

SIGNED BY TENDERER _____ DATE _____

Programme

The Tenderer provides a high-level programme schedule detailing the following elements:

- 1) Key activities to be shown but not limited to are
 - Material procurement lead times
 - Health and safety related items e.g. SHE file prep. & submission, medical certifications
 - Site Establishment
 - Construction
 - Testing & Commissioning
 - Site de-establishment
- 2) Each listed activity/task to provide assumed start and completion dates with duration
- 3) Overall duration / lead time to conclude the works to be indicated.
- 4) Programme to be clearly legible and preferably in a Gantt Chart type format.

Attachment A:

HARD COPY of Programme to be attached to this page as part of submission.

Technical Criteria and Functional Requirements	% Weighting
>2 months = 5 points >2 to 3 months = 4 points >3 to 4 months = 3 points >4 to 5 months = 2 points >5 to 6 months = 1 point > 6 months = 0 points	15%

T2.2-04: 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 completed / current comparable projects

SIGNED BY TENDERER _____ DATE _____

- Similar works as detailed in the Works Information with reference to:
 - Bulk water supply pipelines, valves, non-return valves installations and wellpoint installations
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Attachment B:

HARD COPY of List of completed and/or current projects to be attached to this page

Technical Criteria and Functional Requirements	% Weighting
<p><u>PREVIOUS EXPERIENCE:</u></p> <p>PROMPTS FOR JUDGEMENT</p> <ul style="list-style-type: none"> • 5 or more similar projects with contactable references = 5 points • 4 similar projects with contactable references = 4 points • 3 similar projects with contactable references = 3 points • 2 similar projects with contactable references = 2 points • 1 similar project with contactable reference = 1 point • 0 similar projects/0 contactable references = 0 point 	35%

T2.2-05: 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 selected 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.

Indicate status type by marking 'X' in applicable category--:

A - COMP-NY	B - PARTNERS-IP	C - JOINT VENT-RE	D - SOLE PROPRIETOR

Based on selection in above table proceed to completing applicable section as set out below in either A, B, C, D

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

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.

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

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

T2.2-06: 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		

Attach additional pages if more space is required.

SIGNED BY TENDERER _____ DATE _____

T2.2-07 LETTER/S OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION FUND

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

Attachment C: HARD COPY of Letter/s of Good Standing with the Workmen's Compensation Fund to be attached to this page

Name of Company/Members of Joint Venture (if applicable):

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

SIGNED BY TENDERER _____ DATE _____

T2.2-08: SCHEDULE OF PROPOSED SUBCONTRACTORS

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the works.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor 1			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor 2			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SIGNED BY TENDERER _____ DATE _____

Name of Proposed Subcontractor 3			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor 4			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor 5			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SIGNED BY TENDERER _____ DATE _____

T2.2-10: 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: _____

SIGNED BY TENDERER _____ DATE _____

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	_____		

SIGNED BY TENDERER _____ DATE _____

SBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state⁴, 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.

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, shareholder⁵): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

⁴“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.

⁵ “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.

SIGNED BY TENDERER _____ DATE _____

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:

2.7.2 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 attach 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:

SIGNED BY TENDERER _____ DATE _____

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:

2.8.2 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

2.8.3 If so, furnish particulars.

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:

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

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.

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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.

SIGNED BY TENDERER _____ DATE _____

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 Control”**
 - 63) i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT YSTEM

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

80/20

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

Where

- 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

SIGNED BY TENDERER _____ DATE _____

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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 .]
EME ⁶	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

⁶ 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.

SIGNED BY TENDERER _____ DATE _____

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 subcontracted
- iv) Whether the sub-contractor is an EME or QSE. (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

SIGNED BY TENDERER _____ DATE _____

Designated Group: An EME or QSE which is at last 51% owned by:	EME v	QSE v
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.

SIGNED BY TENDERER _____ DATE _____

[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.

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

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

SIGNED BY TENDERER _____ DATE _____

ECLARATION 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).	<input type="checkbox"/>	<input type="checkbox"/>
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. CIDB Tender Portal, www.cidb.org.za , click on Tender Opportunities or Transnet Website, www.transnet.net , click on Tenders	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁷ 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).⁸ 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:

⁷ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁸ 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.

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

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 consortium⁹ 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.
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

⁹ 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.

SIGNED BY TENDERER _____ DATE _____

T2.2-11 NON-DISCLOSURE AGREEMENT

Note to tenderers:

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

THIS AGREEMENT is made reactive as ofday of20..... 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 plac^e of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, Luth 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,

SIGNED BY TENDERER _____ DATE _____

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.

SIGNED BY TENDERER _____ DATE _____

- 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:
- 3.4 return all written Confidential Information [including all copies]; and
- 3.5 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.
- 3.6 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.5 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

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

T2.2-12: 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/SHA _____

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

SIGNED BY TENDERER _____ DATE _____

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 **T2.2-13 "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.

SIGNED BY TENDERER _____ DATE _____

T2.2-13: 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 _____

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 _____

SIGNATURE OF TENDER

SIGNED BY TENDERER _____ DATE _____

T2.2-14 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

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.

SIGNED BY TENDERER _____ DATE _____

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

SIGNED BY TENDERER _____ DATE _____

T2.2-15 SERVICE PROVIDER INTEGRITY PACT

Important Note:

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And

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

PREAMBLE

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

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

SIGNED BY TENDERER _____ DATE _____

- 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 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

SIGNED BY TENDERER _____ DATE _____

Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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];

SIGNED BY TENDERER _____ DATE _____

- 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.

SIGNED BY TENDERER _____ DATE _____

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)

SIGNED BY TENDERER _____ DATE _____

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.

SIGNED BY TENDERER _____ DATE _____

- 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 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.

SIGNED BY TENDERER _____ DATE _____

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 abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

SIGNED BY TENDERER _____ DATE _____

T2.2-16: SUPPLIER CODE OF CONDUCT

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section –17 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.

SIGNED BY TENDERER _____ DATE _____

- 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.

SIGNED BY TENDERER _____ DATE _____

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

SIGNED BY TENDERER _____ DATE _____

T2.2-17 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

- Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.
- The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.
- Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipc.co.za.

SIGNED BY TENDERER _____ DATE _____

The B-BBEE Commission said “that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard”.

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE ‘that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

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

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

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

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an “employee”, “personal service provider” or “labour broker”. Failure to do so will result in the supplier being subject to employee’s tax.
5. **No payments can be made to a vendor until the vendor has been registered / updated**, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.
6. **It is in line with PPPFA Regulations**, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
7. **The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates** that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems (“SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.
8. **Presenting banking details.**

Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SIGNED BY TENDERER _____ DATE _____

SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ before applying to Transnet.						
CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name?					Yes	No
If 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 (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status						
VAT Registration Number						

SIGNED BY TENDERER _____ DATE _____

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						
										Code			
Company Postal Address							Code						
										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 EME		>R10Million <R50Million QSE		>R50Million Large Enterprise					
Does your company have a valid proof of B-BBEE status?							Yes		No				
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9

SIGNED BY TENDERER _____ DATE _____

--	--	--	--	--	--	--	--	--	--

Majority Race of Ownership							
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required

<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	YES <input type="radio"/> NO <input type="radio"/>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	YES <input type="radio"/> NO <input type="radio"/>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration.</p>	YES <input type="radio"/> NO <input type="radio"/>

SIGNED BY TENDERER _____ DATE _____

e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

SIGNED BY TENDERER _____ DATE _____

APPENDICE B

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

SIGNED BY TENDERER _____ DATE _____

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty)Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloured, Indian and Asian people.</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>

SIGNED BY TENDERER _____ DATE _____

Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural I under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

SIGNED BY TENDERER _____ DATE _____

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

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 represent in this matter.

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

SIGNED BY TENDERER _____ DATE _____

APPENDICE D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloured, Indian and Asian people.</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="padding-left: 40px;">i. before 27 April 1994; or</p> <p style="padding-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

SIGNED BY TENDERER _____ DATE _____

<p>Definition of “Black Designated Groups”</p>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
---	--

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 20

- 03 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown

- as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

SIGNED BY TENDERER _____ DATE _____

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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.

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

Deponent Signature

.....

Commissioner of Oaths

Signature & stamp

SIGNED BY TENDERER _____ DATE _____

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

	YES	NO
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

SIGNED BY TENDERER _____ DATE _____

T2.2-18: 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 (a) a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

SIGNED BY TENDERER _____ DATE _____

Part C1: Agreements and Contract Data

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: **RPZ VALVES and WELL POINTS**

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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.

OPTION 1:

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)		

OPTION 2:

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)		

SIGNED BY TENDERER _____ DATE _____

LEAD TIME OFFERED: _____

(Lead time offered is from date of contract award to final completion and handover to client)

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

SIGNED BY TENDERER _____ DATE _____

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.

OPTION SELECTED BY *Employer*:

	<i>SELECT OPTION by Mark (x)</i>
<i>OPTION 1</i>	
<i>OPTION 2</i>	

Option selected by *Employer* stated in words: _____

SIGNED BY TENDERER _____ DATE _____

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

**for the
Contractor**

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

SIGNED BY TENDERER _____ 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.

SIGNED BY TENDERER _____ DATE _____

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

SIGNED BY TENDERER _____ DATE _____

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE EMPLOYER

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with activity schedule</p>
	<p>dispute resolution Option</p>	<p>W1: Dispute resolution procedure</p>
	<p>and secondary Options</p>	
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	<p>X2 Changes in the law</p> <p>X4: Parent company guarantee</p> <p>X7: Delay damages</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
10.1	<p>The <i>Employer</i> is:</p>	<p>Transnet SOC Ltd</p> <p>(Registration No. 1990/000900/30)</p>

SIGNED BY TENDERER _____ DATE _____

11.2(14)	The following matters will be included in the Risk Register	1) Damages to existing building and equipment 2) Delays in business operations 3) Moving Trains and shunting activities 4) Moving vehicles and forklifts 5) Overhead power lines.
11.2(15)	The <i>boundaries of the site</i> are	Transnet Engineering’s Salt River plant located at 19 Voortrekker Road, Salt River, Cape Town.
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 fo’ reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Calculated from time of <i>starting date</i> and as per offered lead time
30.1	The <i>access dates</i> are	Part of the Site Date 1 On issuance of site access certificate issued on approval of submitted HS File and completion of safety induction
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
SIGNED BY TENDERER _____		DATE _____

31.2	The <i>starting date</i> is	Signing of Acceptance form as detailed in C1.1 Form of Offer and Acceptance
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 works.
43.2	The <i>defect correction period</i> is	1 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) 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 and approved by Employer.
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,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p>

SIGNED BY TENDERER _____ DATE _____

		<p>and these measurements: recorded in the site diary on a daily basis</p> <p>The place where weather is to be recorded (on the Site) is:</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>The <i>Contractor's</i> Site establishment area which is in close proximity to the work site.</p> <p>Weather Station closest to site area</p> <p>South African Weather Service 012 367 6023 or info3@weathersa.co.za.</p>
7	Title	No additional data is required for this section of the conditions of contract.	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Damages to existing building and equipment 2. Delays in business operations 3. Moving Trains and shunting activities 4. Moving vehicles and forklifts 5. Overhead power lines 	
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	

SIGNED BY TENDERER _____ DATE _____

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."

SIGNED BY TENDERER _____ DATE _____

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* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 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 *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor
- 4 Motor Vehicle Liability "insurance comprising (a" a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

SIGNED BY TENDERER _____ DATE _____

		<p>7 The insurance coverage referred to in 1, 2, 3, 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>.</p>
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	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	Completion of defined activities

SIGNED BY TENDERER _____ DATE _____

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	19 Voortrekker Road, Salt River, Cape Town, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	
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	R 500 / calendar day
X16	Retention	

SIGNED BY TENDERER _____ DATE _____

X16.1	<p>The retention free amount is</p> <p>The retention percentage is</p>	<p>Nil</p> <p>10% deducted and reflected on each progress claim & on all payments certified. On successful completion of contract, 50% of all retention held will be claimable for payment. The balance of 50% retention will be retained for 52 (fifty-two) weeks or later date as per defects correction period.</p>
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	Additional conditions of contract	
	The <i>additional conditions of contract</i> are:	
Z2	Local Production and Content Obligations (If applicable)	

SIGNED BY TENDERER _____ DATE _____

Z2.1	<p>In terms of Local Production and Content (SBD 6.2), Annexure B and Annexure C of the Returnable Schedule T2.2-02(Annexure B) Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:</p> <table data-bbox="338 358 1489 582"> <tr> <td data-bbox="338 358 845 403">Electrical and Telecom Cables</td> <td data-bbox="845 358 1489 403">90%</td> </tr> <tr> <td data-bbox="338 414 845 459">Valves Products and Actuators</td> <td data-bbox="845 414 1489 459">70%</td> </tr> <tr> <td data-bbox="338 470 845 515">Steel Value-Added Products</td> <td data-bbox="845 470 1489 515">100%</td> </tr> <tr> <td data-bbox="338 526 845 571">Plastic Pipes</td> <td data-bbox="845 526 1489 571">100%</td> </tr> </table>	Electrical and Telecom Cables	90%	Valves Products and Actuators	70%	Steel Value-Added Products	100%	Plastic Pipes	100%
Electrical and Telecom Cables	90%								
Valves Products and Actuators	70%								
Steel Value-Added Products	100%								
Plastic Pipes	100%								
Z2.2	<p>The <i>Contractor</i> is required to note that the <i>Employer</i>, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.</p>								
Z2.3	<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>								
Z2.4	<p>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.</p>								
Z2.5	<p>Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.</p>								
Z3	<p>Additional clauses relating to Joint Venture</p>								

SIGNED BY TENDERER _____ DATE _____

Z3.1	<p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> i. of their joint and several liabilities to the <i>Employer</i> 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 <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> 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; <p>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
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Z3.2	<p>Core clause 27.6</p> <p>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>.</p>
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Z5	Additional obligations in respect of Termination
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SIGNED BY TENDERER _____ DATE _____

Z5.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	<p>Termination Table The following will be included under core clause 90.2 Termination Table as follows:</p> <p style="padding-left: 40px;">Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”</p>
Z5.3	<p>Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”</p>
Z7	<p>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</p>
Z7.1	<p>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:</p> <ol style="list-style-type: none"> 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.
Z8	<p>Additional Clause Relating to Collusion in the Construction Industry 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.</p>
Z9	<p>Protection of Personal Information Act 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 –ct.</p>

SIGNED BY TENDERER _____ DATE _____

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:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	

SIGNED BY TENDERER _____ DATE _____

11.2(14)	The following matters will be included in the Risk Register				
31.1	The programme identified in the Contract Data is				
A	Priced contract with activity schedule				
11.2(20)	The <i>activity schedule</i> is in				
11.2(30)	The tendered total of the Prices is				
	OPTION 1	(in figures) (in words), excluding VAT			
	OPTION 2	(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>			
A	Priced contract with activity schedule	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:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Equipment</td> <td style="width: 20%;">Size or capacity</td> <td style="width: 30%;">Rate</td> </tr> </table>	Equipment	Size or capacity	Rate
Equipment	Size or capacity	Rate			

SIGNED BY TENDERER _____ DATE _____



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:			

SIGNED BY TENDERER _____ DATE _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

Option X4:	Parent company guarantee	-	Not applicable
Option X13:	Performance Bond	-	Not applicable
Option X14:	Advanced payment to the <i>Contractor</i>	-	Not applicable

Each of these Secondary Options requires a bond or guarantee “in the form set out in the Works Information”.

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his 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.

SIGNED BY TENDERER _____ DATE _____

PART 2:
PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule – Schedule of Rates	5
C2.3	Contract Rates	2

SIGNED BY TENDERER _____ DATE _____

C2.1 Pricing Instructions: Option A

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, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

SIGNED BY TENDERER _____ DATE _____

C2.2 Activity Schedule

- a) The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.
- b) The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.
- c) This part must be completed in black-ink, in full, by the tenderer and submitted with the Tender Form.
- d) The Schedule of Rates (excluding VAT) hereunder for material, plant and labour for the tender is to be priced, extended, totalled and carried to the Summary Schedule of Rates.
- e) This Schedule of Quantities forms part of the Contract Documents and shall be read in conjunction with the Conditions of Contract, Standard Specifications, Special Provisions and Drawings.
- f) The Contractor shall fill in a rate to each item in the Schedule of Quantities whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed but will be regarded as covered by other rates in the Schedule of Quantities.
- g) Any Provisional Sum shown in the Schedule of Quantities is only to cover the cost of unforeseen work or extra work ordered in writing by the Engineer and carried out in accordance with the Contract. This amount will not be payable otherwise.
- h) N.B.: In the case of any error in the extensions of the unit rates, the unit rates will be accepted as correct, regardless of the extended total amounts entered in the Schedule of Quantities. In their own interest Tenderers should make doubly sure about the correctness of their schedule rates (and the extension) and the tender price.
- i) Prices inserted are to cover for all design, supply, manufacture, delivery, installation, labour, transport, testing, commissioning, mark-up and profit margin to provide the specified works

SIGNED BY TENDERER _____ DATE _____

C2.2.1 SCHEDULE OF RATES

Employers Information Part C3 reference	Description	UOM	Qty	Rate	Total Amount Rands & Cents (Excl. VAT)
A	Preliminary and General				
A1	General responsibilities and other fixed charge obligations	Sum	1		
A2	Compliance with OHS Act, and health and safety requirements	Sum	1		
A3	Conduct site investigations and surveys	Sum	1		
A4	Council submission and approvals	Sum	1		
B	RPZ Backflow Preventions Systems				
B1 - 16	Supply, deliver, install and commission of RPZ Backflow prevention systems complete with all defined requirements as per specifications				
	Option 1 - Installation of two (2) x 150mm RPZ backflow preventers (one RPZ at each of the two installation locations)	ea	2		
	Option 2 - Installation of four (4) x 100mm RPZ backflow preventers (two RPZ's at each of the two installation locations)	ea	4		
C	Water Meters				
C1 - 2	Supply, install and commission two (2) bulk water meters	ea	2		
C3 - 5	Supply, install and commission ten (10) static electromagnetic water meters	ea	10		
D	Isolation Gate Valves				
D1 - 3	Supply and install isolation gate valves	ea	3		
E	Well Point No.1				
E1	Electrical Works	Sum	1		

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E2	Plumbing Works	Sum	1		
F	Well Point No.2				
F1	Electrical Works	Sum	1		
F2	Plumbing Works	Sum	1		
G	Well Point No.3				
G1	Electrical Works	Sum	1		
G2	Plumbing Works	Sum	1		
H	Well Point No.4				
H1	Electrical Works	Sum	1		
H2	Plumbing Works	Sum	1		
Employers Information Part C3 reference	Description	UO M	Qty	Rate	Total Amount Rands & Cents
I	Well Point No.5				
I1	Electrical Works	Sum	1		
I2	Plumbing Works	Sum	1		
J	Well Point No.6				
J1	Electrical Works	Sum	1		
J2	Plumbing Works	Sum	1		
K	Well Point No.7				

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K1	Electrical Works (Note: Price to include for supply of new DB)	Sum	1		
K2	Plumbing Works	Sum	1		
L	Well Point No.8				
L1	Electrical Works	Sum	1		
L2	Plumbing Works	Sum	1		
M	Well Point No.9				
M1	Electrical Works	Sum	1		
M2	Plumbing Works	Sum	1		
N	Well Point No.10				
N1	Plumbing Works	Sum	1		

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C2.2.2 SUMMARY OF PRICES

		TOTAL PRICE OFFERED (excl. VAT)	
A	Preliminary and General	R	
		OPTION 1	OPTION 2
		2 x 150mm RPZ's	4 x 100mm RPZ's
B	RPZ Backflow Preventions Systems	R	R
C	Water Meters	R	
D	Isolation Gate Valves	R	
E	Well Point No.1 Electrical & Plumbing	R	
F	Well Point No.2 Electrical & Plumbing	R	
G	Well Point No.3 Electrical & Plumbing	R	
H	Well Point No.4 Electrical & Plumbing	R	
I	Well Point No.5 Electrical & Plumbing	R	
J	Well Point No.6 Electrical & Plumbing	R	

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K	Well Point No.7 Electrical & Plumbing	R	
L	Well Point No.8 Electrical & Plumbing	R	
M	Well Point No.9 Electrical & Plumbing	R	
N	Well Point No.10 Plumbing	R	
	TOTAL PRICE OFFERED (Excl. VAT)	R	R
	VAT @ 15%	R	R
	TOTAL PRICE OFFERED – OPTION 1 (Incl. VAT)	R	
	TOTAL PRICE OFFERED – OPTION 2 (Incl. VAT)		R

C2.3 Contract Rates

Any variations to the contract, for which no rates exist in the priced bill of quantities, will be priced in accordance with the rates tabulated below. Rates are to exclude VAT.

C2.3.1 Labour Rates

TRADESMAN	ARTISAN (R/hr)	OPERATOR (R/hr)	APPRENTICE (R/hr)	LABOURER (R/hr)	TEAM RATE (R/hr)
Normal time rates					
Overtime rates					
Saturdays					

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Sundays & Public Holidays					
Travelling (R/km)					

C2.3.2 Material Mark-Up

DESCRIPTION	MARK-UP
Mark-up on actual cost of material i.e. cost of material after deduction of all applicable trade discounts. %

C2.3.3 Profit Mark-Up

DESCRIPTION	PROFIT MARK-UP
Profit Mark-Up Percentage %

C2.3.4 Material Rates (excl. VAT)

1	150mm Caleffi type RPZ backflow preventer or similar approved	ea	R
2	100mm Caleffi type RPZ backflow preventer or similar approved	ea	R
3	Sensus Meistream RF Plus 150mm type bulk water or similar approved water meter	ea	R
4	Sensus iPERL static electromagnetic meter with remanent magnetic technology or similar approved	ea	R

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**PART C3:
WORKS INFORMATION**

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	31
	Total number of pages	32

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C3.1 EMPLOYER'S WORKS INFORMATION

Contents

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- 1 Description of the *works*
 - 1.1 Executive overview
 - 1.2 *Employer's* objectives
 - 1.3 Interpretation and terminology
- 2 Engineering and the *Contractor's* design
 - 2.1 *Employer's* design
 - 2.2 Parts of the *works* which the *Contractor* is to design
 - 2.3 Use of *Contractor's* design
 - 2.4 As-built drawings, operating manuals and maintenance schedules
- 3 Construction
 - 3.1 Temporary *works*, Site services & construction constraints
 - 3.2 Completion, testing, commissioning and correction of Defects
- 4 General & Project Specifications
 - 4.1 General Specifications
 - 4.2 Project Specifications

SECTION 2

- 5 Management and start up
 - 5.1 Management meetings
 - 5.2 Documentation Control
 - 5.3 Safety risk management
 - 5.4 The *Contractor's* Invoices
 - 5.5 People
 - 5.6 Plant and Matetrials

SECTION 1

1 DESCRIPTION OF THE WORKS

1.1 Executive overview

Transnet Engineering (TE) requires the services of a suitably experienced contractor, with an estimated CIDB grading of 2SO (Water supply, wet services & plumbing) with specific experience in bulk water reticulation networks/pipelines and well point infrastructure to:

- a. Supply, install, test and commission a complete *reduced pressure zone (RPZ) backflow prevention valve systems*, complete with associated manholes and reconfiguration of pipework at the two main incoming domestic line feeds from the municipal water supply line feeding into TE's Salt River plant. The scope of the work will entail all required supply, installation, testing and commissioning of all required items pertaining to required civils and plumbing related works.
- b. Supply, Installation and commissioning of three (3) isolation valves on existing water reticulation network in defined areas.
- c. Existing ten (10) well points require final outstanding well pump and booster pump installations where required, associated plumbing works, water metering, electrical connections to complete outstanding works on existing well points, complete with testing and commissioning.
- d. Supply, installation, commissioning and testing of AMR/AMI ready bulk type water meters at each RPZ location and smaller domestic type AMR/AMI ready water meters at each well point location.

The *works* that the *Contractor* is to perform *involve*:

- Supply, installation and commissioning of Reduced Pressure Zone (RPZ) backflow prevention systems at the two incoming domestic water mains pipelines into Salt River Depot complete with all associated civil works, plumbing works and equipment installations
- Installation of isolation valves at defined areas
- Completion of electrical and plumbing works to well point installations and final commissioning.
- Supply, installation, testing, commissioning of AMR/AMI ready water meters at each of the RPZ locations and well point locations

1.2 Employer's objectives

The Employer's objectives are to ensure that well points are fully completed and commissioned complete with RPZ systems installed to comply with relevant by-laws whilst also providing bulk and domestic type AMI/AMR ready water meters.

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1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

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2 ENGINEERING AND THE CONTRACTOR'S DESIGN

2.1 Employer's design

2.1.1 The Employer's design for the works is: Nil

2.2 Parts of the works which the Contractor is to design

2.2.1 The Contractor is to design the following parts of the works:

Contractor to submit for approvals required applications of designs, of RPZ valve systems to be installed, to Director Water and Sanitation at City of Cape Town in accordance with Water By-Law 2010 section 54 and 57. Submission and approvals to be obtained prior to procuring of materials.

2.2.2 Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 Employer's design above and whether or not specifically stated to form part of the design responsibility of the Contractor under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

2.3 Use of Contractor's design

2.3.1 The Contractor grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the works for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the Contractor.

2.4 As-built drawings, operating manuals and maintenance schedules

2.4.1 The Contractor provides the following:

- Operations & Maintenance manual which provides:
 - Technical Data sheets of all pumps, valves, non-return valves, filters, strainers, VJ couplings, RPZ valves, and water meters as installed to be included in final operations & maintenance manual pack.
 - Layout drawings and documentation submitted and approved by Director Water and Sanitation at City of Cape Town
 - Routine maintenance requirements on all installed components and equipment.

2.4.2 The Operations & Maintenance manuals are deemed part of the overall deliverables and therefore, is required to be handed over to TE before the works is considered as completed.

3 CONSTRUCTION

3.1 Temporary works, Site services & construction constraints

3.1.1 Employer's Site entry and security control, permits, and Site regulations

- On arrival at Transnet Engineering, the Contractor's employees must report to security. Ensure all employees have valid Permit cards. Before any contract work is started, the contractor's employees must attend SHE induction presented by TE Safety and Risk Department. The contractor must report daily to the contract manager for the specific contract before work commences.

3.1.2 Site access Certificate:

- No site access certificate will be issued to *Contractor* before health and safety files and documents have been submitted, reviewed and approved by TE's Risk Department and relevant safety induction training has been completed by *Contractor* staff.

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3.1.3 The Contractor complies with the following:

- The Contractor shall provide all design, labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.
- No *Contractor* employees will be allowed to move around adjacent Transnet areas not related to the works.
- All hygienic fittings and equipment removed must be replaced by the Contractor at his own cost.
- The *Contractor* will be responsible for and the making good of any damage caused by his staff to the buildings and civil works on site.
- Allowance for attendance of fortnightly progress and clarification meetings by the Contractor on site initially, during construction and after commissioning for defect meetings when required by the Project Manager.
- The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification.
- The *Contractor* shall keep the site tidy at all times and remove all old material and building rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site. A permit must be obtained from the relevant Municipalities to transport material on their roads, where applicable and any associated cost to be for the account of the Contractor.
- All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.
- Electrical works:
 - a) All electrical related works, connections, disconnections whether expressly defined or not in the scope of work, to be deemed as part of the works.
 - b) All electrical works to be done by a suitably qualified electrician
 - c) All new or modification electrical works is to be certified upon completion with the issuance of an electrical certificate of compliance.

3.1.4 People restrictions on Site; hours of work, conduct and records

- The *Contractor* shall keep and maintain accurate records in the site diary of all work performed, measurements and the like, so that the extent of the work is accurately recorded.
- No *Contractor* employee, who has not been included on the register of employees in the *Contractor's* health and safety file, and whom has not undergone TE's safety induction training will be allowed on site.
- The Contractor complies with the following hours of work for his people (including Subcontractors) employed on the Site:
 - The standard operating / working hours of Transnet depots is from 07h00 to 15h30 weekdays. Should longer work hours be required, this is to be arranged 48 hours in advance with the *Project Manager*, to make necessary arrangements and notifications.
- The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.1.5 Health and safety facilities on Site

Refer to Annexure A for specific Occupational Health, Safety and Environmental Specifications for TE's Western Region and applicable to all main centres, plants and remote depots.

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3.1.6 Exceptions to title on materials excavated

The Contractor has title to all Materials arising from excavation and demolition in the performance of the works with the exception of:

- Steel objects and/or metals of any sort
- Historic artefacts
- Precious metals
- Any other materials deemed valuable with title to such Materials (as referenced above) remaining with the Employer. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such Materials for the benefit of the Employer.

3.1.7 Advertising

The Contractor does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.

3.1.8 Contractor's Equipment

- The *Contractor* shall keep accurate an accurate register of all tools, equipment, plant and material with accurate quantities and where applicable asset or serial numbers (which are clearly legible on associated item). Security personnel will require removal permits, hence accurate record to be provided at start of contract to the *Project Manager*.
- The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.9 Equipment provided by the Employer

- No equipment will be provided by the *Employer*

3.1.10 Site services and facilities:

- No electricity and potable running water is available in close proximity to the site. *Contractor* would be responsible to provide for such amenities as may be required by the *Contractor* for the duration of the contract at own arrangements and cost.
- Wherever the Employer provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc) for the Contractor's use within the Working Areas and the Contractor adapts such facilities for use, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

3.1.11 Facilities provided by the Contractor:

- The Contractor shall provide all design, labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager. This includes for any site offices facilities, temporary toilet and ablution facilities as may be required for site staff.
- Wherever the Contractor provides facilities (either his own or for the Project Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Unless expressly stated as a responsibility of the Employer, Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the Contractor to Provide the Works remains the responsibility of the Contractor.

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3.1.12 Survey control and setting out of the works:

The setting out of the work shall be the sole responsibility of the *Contractor* and shall be done in accordance with this Specification.

3.1.13 Giving notice of work to be covered up:

All elements of the Works which are identified by the *Contractor* as being covered up form view must be expressly be included in submitted programme with a planned holding point date for inspection prior to covering up by the *Project Manager* and any other stakeholders deemed necessary by the *Project Manager*.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The work to be done by the Completion Date:

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

Item of work	To be completed by
Performance Testing and Commissioning of the works in use as specified.	No later than Completion Date
Operating and Maintenance manuals	Completed and submitted by no later than Completion Date

3.2.2 Commissioning

- Clear indication is to be given by Contractor on submitted programme of planned dates of each key component to be commissioned.
- Such dates to be reviewed and confirmed 1 (one) week prior to the Project Manager in order for him to make necessary arrangements with applicable TE staff to be in attendance at commissioning.

3.2.3 Start-up procedures required to put the works into operation

Contractor is to provide a draft Commissioning Plan. The initial commissioning schedule is to be developed along with a detailed timeline.

3.2.4 Operations and Manual pack / As-Built documents

- The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the installation works done together with relevant information as compiled into the Operations and Manual pack to present to the Employer.
- The Contractor ensures that the Project Manager has a full and accurate dossier of [state Maintenance and Operating Manuals at the earlier of take-over or Completion.
- Where the Contractor has presented Maintenance and Operating Manuals to the Project Manager at take-over, the Contractor modifies and updates As-built documents as necessary prior to Completion.

3.2.5 Access given by the Employer for correction of Defects

The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

- Contractor is to adhere to Transnet Engineering site access and security requirements.

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4 Plant and Materials Standards and Workmanship

4.1 General Specifications

4.1.1 Guarantee

All workmanship and material shall be guaranteed for a period of 12 (twelve) months, from the date of completion of work.

4.1.2 Access to site

The areas are restricted, and the contractor must ensure he complies with the regulations of Transnet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

4.1.3 Working outside normal working hours

The normal working hours are between 07:00 and 15:30 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 48 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however, the Contractor may have to pay for Transnet's supervisory personnel, should this be required.

4.1.4 Inspection of works

- a) No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon where applicable.
- b) The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.
- c) The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. If any such part of parts is covered up or put out of view after compliance with the requirements of Sub-Clause 10.1 of this Clause, and are found to be executed in accordance or in non-accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Contractor.

4.1.5 Site records:

- a) Site Diary
The Contractor shall provide a diary, **in triplicate to record all day-to-day incidents** that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidences that have occurred, what work is to be done on that day, etc.
- b) Site Instruction Book
The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognised for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.
- c) Programme & Planning of the work
The Contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be such that it does not negatively interfere with Transnet's daily

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operational functions with minor disruptions as no delays must be allowed in this regard. Any foreseen disruptions must be clearly identified and documented in the plan.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence on site, per se. The programme must be in a form of a Gantt (bar) chart and will be used as a guide to measure progress of the work.

d) Measuring Book

A measuring book to record all measurements and to measure for payment is to be kept. The book shall be similar to that of the site instruction book.

4.1.6 Cash flow

Payment will be made monthly in accordance with actual measurable work completed, and to assist TE in cash flow estimates, a cash flow estimate is to be submitted by the contractor in this regard.

4.1.7 Water supply

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered. The cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

4.1.8 Electricity supply

Electricity will be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0142.

4.1.9 Materials found on site

No material that is lying on the site (other than that as specified in this document) or any of Transnet's property may be removed or used (even if deemed as scrap) by the contractor.

4.1.10 Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leaves the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. To this end all building rubble must be stored either in a suitable skip bin or loaded on removal truck/LDV for immediate removal.

4.1.11 Escalation

The contract concluded with the successful tenderer will not make provision for compensation in respect of increased costs. The tenderer must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

4.1.12 Payment

Payment shall be made in accordance with the final contractual agreements concluded and which is in line with TE's standard payment policy and terms. Once a month measured works satisfactorily completed, and in accordance with the Schedule of Rates and Prices may be claimed for progress payments. Any progress claims will be reviewed and approved by the Project Manager before being processed for payment.

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4.1.13 Safety Precautions and Insurance

a) OHS Act 85 of 1993

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993).

b) Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

4.1.14 Health and Safety Requirements

- a) All work to be performed shall be done in accordance with OHS ACT 85 of 1993 (as updated).
- b) Contractors are to adhere to Transnet's OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS (See Annexure A).
- c) An 'Agreement with Mandatary' (Section 37 Agreement) will be concluded with the appointed Contractor.
- c) Prior to on-site delivery and installation works, it will be a requirement that the Contractor is to submit a complete health and safety file, specific to the work to be performed on site, to TE's Risk Manager for review and acceptance.
- d) Upon approval and acceptance by TE of the health and safety file, all on site Contractor staff must undergo safety induction training as arranged by TE. Such induction training will take approximately 1 - 2 hours and Contractor is to allow for this in his programme. All Contractor's staff who will be performing work on the site will be required to attend. Any additional persons brought onto site after initial safety induction was conducted, will also first have to undergo the aforesaid safety induction training.
- e) All sub-contractors appointed by the Contractor, will also have to submit their own health and safety files for review and acceptance as per procedure detailed in clauses a) to d) above.
- f) Only upon completion of all required steps outlined above, will a site access certificate be issued to the appointed contractor.

4.1.15 SABS Standards and Regulations

- a) Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), latest revision
- b) National Environmental Management Act, 1998 (Act 107 of 1998)
- c) Electrical SANS10142 code
- d) Designs to be done in accordance with relevant SABS standards and sound engineering design practice. Special note is to be taken of SANS 1808-15:2011 Part 15 pertaining to mechanical backflow-prevention devices and SANS 10252-1:2016.

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- e) Works to be performed in strict accordance with City of Cape Town Water By-Law 2010 with specific attention to sections 54 and 57.
- f) Water Pipe Colour Codes SANS 10140-3: 2003, Edition 3
- g) SANS 1529-1:2006 Water meters for cold potable water
- h) SANS 1200
- i) All relevant SANS specifications pertaining to the type and extent of the work being performed and equipment/material being used and installed and work methodologies of installation thereof.

4.2 Project Specifications

Note:

- a) For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification.
Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.
- b) Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified. In addition, Tenderers must tender on the required and scope of work specified and must adhere to at least the minimum specific requirements stated. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.
- c) Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

4.2.1 General Project Specifications

This section must be read in conjunction with all other issued tender documentation in this regard, any drawings and bill of quantities or activity schedule and annexures attached in order to derive at a contract price as asked for in the Schedule of Rates and Prices which is further transferred to the Tender form.

- a) The Schedule of Quantities forms part of the Contract Documents and shall be read in conjunction with the Conditions of Contract, Standard Specifications, Special Provisions and Drawings.
- b) Alterations and Additions:
Because of the impracticality of measuring alterations and additions in detail, certain items are measured as a complete unit. In these cases it must be taken that minor items that are not mentioned specifically are to be included for in the tendered rates. The Contractor is to make due allowance for this item in the tendered rates.
- c) Only specialist sub-contractors who have previously successfully completed work of the type and extent specified in this document should be engaged. The Tenderer shall submit a complete list of proposed sub-contractors with his tender.

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- d) All hygienic fittings and equipment removed must be replaced by the Contractor at his own cost.
- e) The Contractor will be responsible for and the making good of any damage caused by his staff to the buildings and civil works on site.
- f) Allowance for attendance of fortnightly progress and clarification meetings by the Contractor on site initially and after commissioning for defect meetings when required by the Project Manager.
- g) To be supplied by the Contractor:
- h) The Contractor shall provide all design, labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager. The exception to the aforementioned is where 'free issue' material is specifically specified in the detailed scope of works under clause 4.2.2.2.
- i) Recording of the works:
The Contractor shall keep and maintain accurate records in the site diary of all work performed, measurements and the like, so that the extent of the work is accurately recorded.
- j) Setting out of the works:
The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification.
- k) Keep site tidy:
The Contractor shall keep the site tidy at all times and remove all old material and building rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.
A permit must be obtained from the relevant Municipalities to transport material on their roads, where applicable and any associated cost to be for the account of the Contractor.
- l) Quality of Materials:
All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site and must comply with relevant SANS/SABS standards.

4.2.2 Specific Specifications / Scope Of Work

4.2.2.1 Scope of Work Overview:

- a. Reduced pressure zone (RPZ) backflow prevention valve systems
- Transnet Engineering (TE) has recently installed well points for alternative water use measures in certain areas. In order to comply with City of Cape Town by-laws, TE is required to install reduced pressure zone backflow prevention measures.
 - This installation will include for bulk water meters complete with AMR/AMI functionality.
 - Further the works includes for the supply, install, test and commissioning of complete *reduced pressure zone (RPZ) backflow prevention valve systems* at the two main incoming domestic line feeds from the municipal water supply line. There are two incoming lines one located on the *west end* (Woodstock side) and one at the *east end* (Bellville side) of Salt River plant. The existing pipe network is located underground with isolating valves on both municipal side and within Transnet property at the boundary wall areas.
- b. Isolation Gate Valves
- It is required to supply and install three isolation valves on the existing reticulation network at defined areas as per specified sizes. Supply and installation of new isolation valves will include

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all cutting into existing pipes, installation of welded flanges and/or fitting of flange couplers and/or VJ flange adaptors as may be required to complete the installation.

c. Well Points

- TE Salt River currently has ten (10) well points installed with certain equipment and infrastructure already in place. In order to bring the installations to a point of completion and final commissioning, the remaining plumbing and electrical works required to be done is listed in the specific specifications requires to be executed.
- The scope of work will entail the supply and installation of plumbing works, chlorinators, water meters, electrical DB's, electrical cabling and all associated required equipment to bring the installation to full completion and the commissioning thereof in each instance.
- This installation will include for specified water meters complete with AMR/AMI functionality.

4.2.2.2 Free Issue Material:

- a) The following list of free issue material will be supplied by TE to the appointed contractor for incorporation into the works pertaining to the well points. These items are not be priced for as supply.

ITEM	MATERIAL / EQUIPMENT DESCRIPTION	QTY
1	Water Pump - Vansan Water Technologies (Model Jet100B) 0.75kW 400v 50Hz 3 phase	1
2	Electrical DB Box (<i>refer to Annexure H for photographic depiction</i>) <i>For Well Point no.7, contractor to supply new DB as part of scope of works.</i>	8
3	Klorman Chlorine Sanitizer unit c/w chlorine cartridges (<i>refer to Annexure H for photographic depiction</i>)	9

4.2.2.3 General Specifications

Note: Tenderers to indicate compliance to specification by inserting yes or no on right hand side column. In the event of "NO" being indicated, this is to be clarified in writing with reasons and alternatives being offered to be described. In the event that no written clarification is provided as part of tender submission, Transnet reserves the right to deem the submission as 'non-responsive'.

	GENERAL SPECIFICATIONS	COMPLY YES / NO
GS 1	Contractor responsible to measure up on site for quantities and dimensions to satisfy required scope of work is executed as detailed in this document. Material required to satisfactorily complete the work, whether expressly indicated or not in the below scope is to be allowed for.	
GS 2	Contractor provide all design, labour, transport, materials, supply, installation and commissioning works and, any other requirements deemed necessary to complete the defined works, is to be covered in pricing offered.	

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GS 3	<u>Pressure testing</u> to be conducted by duly qualified/authorized person in compliance with pressure testing regulations as per SANS 1200. All test results to be certified as correct and issued to the TE Project Manager.	
GS 4	The existing underground domestic water line pipe sizes are estimated at between 150 – 160mm Ø. This, however, needs to be exposed in the required areas where works are to be done and confirmed by the appointed contractor prior to finalizing material ordering.	
GS 5	<p><u>Certification and Accreditations</u></p> <p>All <u>plumbing works</u> to be installed by a competent and qualified plumber and certified on completion with the issue of a 'Plumbing Certificate of Compliance' for water installations in accordance with the City of Cape Town Water by-laws and Water Service Act 1997.</p> <p>All <u>electrical works</u> to be done a qualified electrician who is registered with the ECB and is to provide an electrical certificate of compliance on each well point installation.</p>	
GS 6	All excavations done for trunking and conduits to be neatly backfilled, compacted and final surface layer to be re-instated with original surface material e.g. concrete, tar pre-mix etc. to make good to original way the area was found.	

4.2.2.4 Specific Specifications / Scope of Work

- The specification is set out as an activity schedule.
- Although in instances measurements and quantities have been defined, it remains the responsibility of tenderer to ensure that all items, whether expressly defined in terms of quantity and measurement or not, are catered for in the overall price.
- The actual quantification and exact measurements is the responsibility of the tenderer to provide a tendered sum.
- Due to impracticality of defining all smaller material and/or component requirements not specifically mentioned, and as would be required to make installations complete are deemed to be included in overall specifications and pricing.

Note: Tenderers to indicate compliance to specification by inserting yes or no on right hand side column. In the event of "NO" being indicated, this is to be clarified in writing with reasons and alternatives being offered to be described. In the event that no written clarification is provided as part of tender submission, Transnet reserves the right to deem the submission as 'non-responsive'.

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	SPECIFICATIONS	COMPLY YES / NO
A	PRELIMINARY AND GENERAL	
A1	General responsibilities and other fixed charge obligations for site establishment and de-establishment.	
A2	Compliance with OHS Act, including all site inspection programmes indications, signage, and health and safety requirements including preparation and submission of a health and safety file for acceptance and approval by TE prior to site works commencing.	
A3	Contractor to conduct site survey in areas where installation to take place to determine other services in area.	
A4	Contractor to submit for approvals required applications of designs, of RPZ valve systems to be installed, to Director Water and Sanitation at City of Cape Town in accordance with Water By-Law 2010 section 54 and 57. Submission and approvals to be obtained prior to procuring of materials.	
B	RPZ BACKFLOW PREVENTION SYSTEM	
B1	<p>The scope of work is to include for all design, supply, and installation, testing and commissioning of the required works in accordance with CoCT (City of Cape Town) Municipal Services <u>drawing W2-R-001</u> typical arrangement (refer to Annexure I) and all required items inclusive isolation valves, inline strainers and other required items, to accommodate reduction from existing underground pipe sizes to new installation, whether expressly indicated or not on the defined reference drawing.</p> <p>Note: Refer to special note in section C1 regards dimension allowances to include water meter</p>	
B2	<p>Two (2) installations are required at both ends at the two incoming domestic water lines, one located on the east end (Bellville side) (refer to Annexure K) and one at the west end (Woodstock side) (refer to Annexure L) of Salt River plant. Installations are to be done just inside the boundary fencing on Transnet Engineering's property.</p> <p>Two options to be priced on at tender submission, whereby Transnet will exercise right of selection to preferred option submitted.</p>	

Note: Tenderers to indicate compliance to specification by inserting yes or no on right hand side column. In the event of "NO" being indicated, this is to be clarified in writing with reasons and alternatives being offered to be described. In the event that no written clarification is provided as part of tender submission, Transnet reserves the right to deem the submission as 'non-responsive'.

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	SPECIFICATIONS	COMPLY YES / NO
B RPZ BACKFLOW PREVENTION SYSTEM		
B2.1	<p><u>Option 1:</u></p> <p>Installation of two (2) x 150mm RPZ backflow preventers (one RPZ at each of the two installation locations)</p>	
B2.2	<p><u>Option 2:</u></p> <p>Installation of four (4) x 100mm RPZ backflow preventers (two RPZ at each of the two installation locations) It is to be noted that option 2 is to consider all additional split pipework required between inline strainer and second double flange valve gate valve to accommodate installation of 2 x 100mm RPZ in parallel.</p>	
B3	<p>It is to be noted that on the West End (Woodstock side) installation (<i>refer to Annexure K</i>), space is limited where existing gate valves are installed. This area would require additional underground pipe works sections of approximately 15 - 20 m to reach the RPZ location and return pipe feed to connect upstream just in front of the first existing gate valve.</p>	
B4	<p>RPZ valve to be a controllable reduced pressure zone backflow preventer. BA Type. PN 10. Male union connections and flanged PN 16 connections. To be coupled with counter flanges - Caleffi type or similar as approved in writing by Cape Town City Council – The Director: Water and Sanitation</p> <p>Tenderers to liaise with Cape Town City Council prior to submitting of tender to ensure that RPZ equipment being offered as part of tender submission is accepted and approved by Cape Town City Council – The Director: Water and Sanitation</p>	
B5	<p>RPZ Valve is to be installed in accordance with manufacturer defined installation procedures.</p>	
B6	<p>Double Flanged valves to be Resilient Seated Gate Valves, PN16 c/w stem cap AVK or similar approved.</p>	
B7	<p>Inline strainers to be PN16 Y-type AVK or similar approved.</p>	
B8	<p>All required flange spigots, flange adaptor couplings and reducer fittings to be PN16 rated.</p>	
B9	<p>All sizes, lengths, types of material referred to in the scope of work is for information purposes in order for tenderer to derive a tendered sum. Tendered sum is to include for all labour, equipment, material and transport costs in order to complete the defined scope of work.</p>	
B10	<p>Material required to satisfactorily complete the work according to drawing W2-R-001 (<i>refer to Annexure I</i>) requirements, and best construction and plumbing work practice, whether expressly indicated or not in this specification, is to be allowed for in pricing.</p>	
B11	<p>Works to include for all pressure testing and commissioning works at various stages of installations as required. Pressure testing to be conducted by duly qualified/authorized person in compliance with pressure testing regulations. All test results to be certified as correct and issued to the TE Project Manager.</p>	
B12	<p>New pipe work to include for all excavation works, sand beddings underneath and above pipework, backfilling, compaction works and thrust blocks as may be required.</p>	

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	SPECIFICATIONS	COMPLY YES / NO
B13	Installation to include for painting of all new pipework and flanges as required with suitable primer and three coats OptiGuard HB PW or similar approved paint as paint suppliers' recommendations	
B14	Any jointed section on existing piping underground, to be adequately covered by means on Denso tape application.	
B15	Any underground angle bends in pipe route to be adequately secured by means of concrete thrust blocks as may be required.	
B16	Backfilling of exposed and any newly installed underground piping to be adequately compacted in layers on exceeding 150mm.	
C	WATER METERS	
C1	Installation to include for two (2) x 150mm Sensus MeistreamRF Plus type bulk water meters or similar approved at each RPZ Backflow prevention system. Note: The bulk water meters are not indicated on drawing W2-R-001, and adjustments to overall dimensions of above ground manhole need to be made by contractor to allow sufficient space to include the water meters. Manhole covers to be located in such a manner to allow for easy access to meters for reading purposes. Location of meters to such to ensure for unrestricted remote automatic meter reading.	
C2	Bulk water meters to comply at minimum to: <ul style="list-style-type: none"> • Bulkmeter with eRegister for cold potable water • Register with integrated radio communication and data logger • LC-display for consumption and status information • Secured encrypted data transmission • Unique measuring range; Q3/Q1 315 in horizontal installation • Meter can be submerged; protection class IP68 • Used materials are temperature resistant up to 70 °C • High overload capability • Equipped with a standard compliant low power 868 MHz integrated radio technology • Environmental conditions: <ul style="list-style-type: none"> ➤ Acc. to ISO 4064-1:2017 ➤ Environmental class B ➤ Environmental temperature 5-70 °C ➤ Electromagnetic environmental class E1 	
C3	Installation to include ten (10) a Sensus iPERL static electromagnetic meter with remanent magnetic technology or similar approved at each of the well point locations on existing 25mm pipelines.	
C4	Well Point meters to comply at minimum to: <ul style="list-style-type: none"> • Operating ambient temperature range of +60 °C down to -15 °C, • Water conductivity down to 120 µS / cm • Water pressure up to 16 bar • Equipped with a standard compliant low power 868 MHz integrated radio technology • Can be installed in any orientation • DN size to suit for installation on existing 25mm pipes • Detect the direction flow automatically 	

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	<ul style="list-style-type: none"> Provides constant measurement accuracy over time 	
	SPECIFICATIONS	COMPLY YES / NO
C5	<p>Installation of water meters to include for:</p> <ul style="list-style-type: none"> all piping, flanges, couplers, bends, bolting, fastening, rubber gaskets etc. to make installation complete include for suitable protective vandal proof in UV rated plastic type meter housing box which is also SABS certified 	
D ISOLATION GATE VALVES		
D1	Supply and install three (3) isolation AVK Gate valve Table D type or similar approved at defined locations Connection 5-10, Connection 19 and Connection 21 on existing reticulation network on 150mm pipes above ground inside existing enclosures.	
D2	Installation to include for isolating water lines, measuring, cutting into existing pipelines, installation of required and suitably sized bolt type flanges welded on and/or fitting of flange couplers and/or VJ flange adaptors as may be required to complete the installation.	
D3	Installation to include for painting of all new pipework and flanges as required with suitable primer and three coats OptiGuard HB PW or similar approved paint as paint suppliers' recommendations	
E WELL POINT No.1		
E1 ELECTRICAL WORKS		
E1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
E1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB on top of existing booster pump holding stainless steel housing cage. Installation to be done by securely bolting the DB to the cage. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
E1.3	Connect existing supply cable into new DB and terminate as required.	
E1.4	<p>a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø).</p> <ul style="list-style-type: none"> Approximate cables length 8 metres. <p>b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller.</p> <ul style="list-style-type: none"> Approximate cables length 7 metres. <p>c) All associated electrical required works to make booster and well pump operational to be included.</p>	
E1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	

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E1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
	SPECIFICATIONS	COMPLY YES / NO
E2	PLUMBING WORKS	
E2.1	<p>a) Install existing 10,000L plastic tank on concrete plinth and make good piping and re-connect existing pipework to tank.</p> <p>b) Tank currently stored in adjacent workshop approximately 200m away and is to be relocated to installation site</p> <p>c) Damaged and/or missing interlinking pipes, connectors, joints etc. from and to existing pumps to be supplied and installed and made complete.</p>	
E2.2	a) Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification	
E2.3	<p>a) Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm \varnothing pipe size) prior to water meter on discharge side of well pump.</p> <p>b) Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.</p>	
E2.4	<p>a) Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units.</p> <p>b) All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work.</p>	
E2.5	<p>a) Supply and Install two (2) stainless steel plates (approximately 500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering.</p> <p>b) Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated.</p>	
E2.6	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
E2.7	Check for missing black lids and/or clips on JoJo tank and replace where required.	
E2.8	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	
F	WELL POINT No.2	
F1	ELECTRICAL WORKS	
F1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 \varnothing earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
F1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall.	

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	Installation to be done by securely bolting the DB to the wall. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
F1.3	Connect existing supply cable into new DB and terminate as required.	
F1.4	<p>a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø).</p> <ul style="list-style-type: none"> Approximate cable length 12 metres. <p>b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller.</p> <ul style="list-style-type: none"> Approximate cables length 10 metres. All associated electrical required works to make booster and well pump operational to be included. 	
	SPECIFICATIONS	COMPLY YES / NO
F1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
F1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
F2	PLUMBING WORKS	
F2.1	<p>a) Install <u>free issue</u> (see clause 4.2.2.2) water pump inside existing steel housing and securely mount pump.</p> <p>b) Installation to include for reconnection of all existing pipes and new pipes and fittings to make installation complete.</p>	
F2.2	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
F2.3	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	
F2.4	Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units . All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work.	
F2.5	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering. Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated.	
F2.6	Secure all loose vertical or horizontal water pipes to ensure no unnecessary. movement	

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F2.7	Check for missing black lids and/or clips on JoJo tank and replace where required.	
F2.8	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required	
G	WELL POINT No.3	
G1	ELECTRICAL WORKS	
G1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
G1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall near booster pump. Installation to be done by securely bolting the DB to the wall. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
G1.3	a) Connect existing supply cable into new DB and terminate as required. b) Supply and install cable joint in suitable IP65 enclosure to existing power supply cable, and extend power supply cable to pump DB position with suitably sized and type 4mm² electrical cable <ul style="list-style-type: none"> Approximate cable length 7 metres. 	
	SPECIFICATIONS	COMPLY YES / NO
G1.4	a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø). <ul style="list-style-type: none"> Approximate cable length 12 metres. b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller. <ul style="list-style-type: none"> Approximate cables length 10 metres. All associated electrical required works to make booster and well pump operational to be included 	
G1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
G1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
G2	PLUMBING WORKS	
G2.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
G2.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	

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G2.3	Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units . All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work.	
G2.4	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering. Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated.	
G2.5	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
G2.6	Check for missing black lids and/or clips on JoJo tank and replace where required.	
G2.7	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	
H	WELL POINT No.4	
H1	ELECTRICAL WORKS	
H1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete.	
H1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall. Installation to be done by securely bolting the DB to the wall. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
	SPECIFICATIONS	COMPLY YES / NO
H1.3	Connect existing supply cable into new DB and terminate as required.	
H1.4	a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø). <ul style="list-style-type: none"> • Approximate cable length 21 metres. b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller. <ul style="list-style-type: none"> • Approximate cables length 11 metres. • All associated electrical required works to make booster and well pump operational to be included. 	
H1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
H1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	

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H2	PLUMBING WORKS	
H2.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
H2.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements	
H2.3	Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units . <ul style="list-style-type: none"> All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work. 	
H2.4	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering. <ul style="list-style-type: none"> Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated. 	
H2.5	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
H2.6	Check for missing black lids and/or clips on JoJo tank and replace where required.	
H2.7	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	
	SPECIFICATIONS	COMPLY YES / NO
I	WELL POINT No.5	
I1	ELECTRICAL WORKS	
I1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
I1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall. Installation to be done by securely bolting the DB to the wall. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
I1.3	Connect existing supply cable into new DB and terminate as required.	
I1.4	a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø). <ul style="list-style-type: none"> Approximate cable length 20 metres. b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller. <ul style="list-style-type: none"> Approximate cables length 11 metres. 	

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	<ul style="list-style-type: none"> All associated electrical required works to make booster and well pump operational to be included. 	
11.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
11.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
I2	PLUMBING WORKS	
12.1	Supply and install Water Pump (Vansan Water Technologies Model Jet100B 0.75kW 400v 50Hz 3 phase or similar approved) in existing steel housing and make good all piping connections to pump.	
12.2	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
12.3	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm \emptyset pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	
12.4	Install free issue (see clause 4.2.2.2) chlorine sanitizer units . <ul style="list-style-type: none"> All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work. 	
12.5	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering. <ul style="list-style-type: none"> Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated. 	
12.6	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
12.7	Check for missing black lids and/or clips on JoJo tank and replace where required.	
12.8	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	
	SPECIFICATIONS	COMPLY YES / NO
J	WELL POINT No.6	
J1	ELECTRICAL WORKS	
J1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 \emptyset earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
J1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall. Installation to be done by securely bolting the DB to the wall.	

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	All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
J1.3	Connect existing supply cable into new DB and terminate as required.	
J1.4	<p>c) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø).</p> <ul style="list-style-type: none"> Approximate cable length 20 metres. <p>d) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller.</p> <ul style="list-style-type: none"> Approximate cables length 11 metres. All associated electrical required works to make booster and well pump operational to be included. 	
J1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
J1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
J2	PLUMBING WORKS	
J2.1	Supply and install Water Pump (Vansan Water Technologies Model Jet100B 0.75kW 400v 50Hz 3 phase or similar approved) in existing steel housing and make good all piping connections to pump.	
J2.2	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
J2.3	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	
J2.4	Install free issue (see clause 4.2.2.2) chlorine sanitizer units .	
	<ul style="list-style-type: none"> All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work. 	
J2.5	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering.	
	<ul style="list-style-type: none"> Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated. 	
J2.6	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
J2.7	Check for missing black lids and/or clips on JoJo tank and replace where required.	
J2.8	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	
	SPECIFICATIONS	COMPLY YES / NO

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K WELL POINT No7	
K1	ELECTRICAL WORKS
K1.1	<p>Supply and Install new electrical DB against wall.</p> <ul style="list-style-type: none"> DB layout to be same as other free issue DB's c/w (min. 30amp) 3 \emptyset earth leakage unit, breaker, lockable isolator and IP65 rated housing. Installation to be done by securely bolting the DB to the wall. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress. <p>(**NOTE: This DB is to be supplied by Contractor as part of scope of works)</p>
K1.2	Connect existing supply cable into new DB and terminate as required.
K1.3	<p>Supply, install and connect one (1) suitably sized and type 2.5mm² electrical cable from new electrical supply DB to existing booster pump (1.5kw 3\emptyset).</p> <ul style="list-style-type: none"> Approximate cable length 20 metres. All associated electrical works required to make booster pump operational to be included.
K1.4	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).
K1.5	<p>Test and commission electrical works c/w issuing of electrical certificate of compliance.</p> <p>Testing to include for checking and verifying of correct phase rotations.</p>
K2	PLUMBING WORKS
K2.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.
K2.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm \emptyset pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.
K2.3	<p>Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units.</p> <ul style="list-style-type: none"> All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work.
K2.4	<p>Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering.</p> <ul style="list-style-type: none"> Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated.
K2.5	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.
K2.6	Check for missing black lids and/or clips on JoJo tank and replace where required.
K2.7	<p>Test and commission entire installation.</p> <p>Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.</p>

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	<i>SPECIFICATIONS</i>	<i>COMPLY YES / NO</i>
L	WELL POINT No.8	
L1	ELECTRICAL WORKS	
L1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
L1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB against wall. <ul style="list-style-type: none"> • Installation to be done by securely bolting the DB to the wall. • All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress. 	
L1.3	Connect existing supply cable into new DB and terminate as required.	
L1.4	a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø). <ul style="list-style-type: none"> • Approximate cable length 10 metres. b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller. <ul style="list-style-type: none"> • Approximate cables length 10 metres. • All associated electrical required works to make booster and well pump operational to be included. 	
L1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
L1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
L2	PLUMBING WORKS	
L2.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
L2.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	
L2.3	Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units . <ul style="list-style-type: none"> • All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work. 	
L2.4	Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering. <ul style="list-style-type: none"> • Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated. 	
L2.5	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	

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L2.6	Check for missing black lids and/or clips on JoJo tank and replace where required.	
L2.7	Test and commission entire installation. Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.	

	SPECIFICATIONS	COMPLY YES / NO
M	WELL POINT No. 9	
M1	ELECTRICAL WORKS	
M1.1	Supply and install a suitably rated (minimum 30amp) CBI or similar approved 3 Ø earth leakage into the free issue DB board c/w new longer DIN Rail to accommodate existing breakers and new earth leakage unit. Works to include all required internal wiring to make installation complete	
M1.2	Install <u>free issue</u> (see clause 4.2.2.2) electrical DB on top of existing booster pump holding stainless steel housing cage. Installation to be done by securely bolting the DB to the cage. All openings drilled to be neatly sealed with suitable water proof sealant to prevent water ingress.	
M1.3	Supply, install and connect suitably sized and type 4mm² electrical cable for 3 phase and neutral supply from supply isolator to new pumps electrical supply DB. <ul style="list-style-type: none"> Approximate cable length 53 metres. 	
M1.4	a) Supply, install and connect two (2) suitably sized and type 2.5mm² electrical cable from pump DB to existing booster pump (1.5kw 3Ø) and well pump (0.75kw 3Ø). <ul style="list-style-type: none"> Approximate cable length 6 metres. b) Supply, and install suitable sized and type electrical cable from pump DB to pump for pump controller. <ul style="list-style-type: none"> Approximate cables length 6 metres. All associated electrical required works to make booster and well pump operational to be included. 	
M1.5	All electrical cabling to be neatly installed in supplied and installed galvanized conduit c/w all required glands, fittings, junction boxes, bends, compression fittings and shrouds. Conduits to be firmly secured with saddles and/or clamps and buried underground where required (min depth 500mm).	
M1.6	Test and commission electrical works c/w issuing of electrical certificate of compliance. Testing to include for checking and verifying of correct phase rotations.	
M2	PLUMBING WORKS	
M2.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
M2.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements.	
M2.3	Install <u>free issue</u> (see clause 4.2.2.2) chlorine sanitizer units .	

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	<ul style="list-style-type: none"> All required fittings to connect into pipework to make installation complete to be supplied as part of scope of work. 	
M2.4	<p>Supply and Install two (2) stainless steel plates (500mm long x 100mm wide) to outer and inner side of existing holding tank side wall where inlet water pipe and internal fitted ball valve is located. Plates required to strengthen tank wall to prevent shuddering.</p> <ul style="list-style-type: none"> Plates to be securely fixed to tank with suitable fixing method which is water resistant and UV protection rated. 	
M2.5	Secure all loose vertical or horizontal water pipes to ensure no unnecessary movement.	
M2.6	Check for missing black lids and/or clips on JoJo tank and replace where required.	
M2.7	<p>Test and commission entire installation.</p> <p>Process inclusive of removing, cleaning and re-installation of existing well point pipe end to remove any blockages which may have developed over time as may be required.</p>	
	SPECIFICATIONS	COMPLY YES / NO
N	WELL POINT No. 10	
N1	PLUMBING WORKS	
N1.1	Supply and install totalizing static electromagnetic water meter on incoming line prior to holding tank. Meters supplied and installed in accordance with specifications as defined in sections C3, C4 and C5 of this specification.	
N1.2	Supply and install suitably sized inline 10-micron water filter strainer on incoming pipe (25mm Ø pipe size) prior to water meter on discharge side of well pump. Filter/strainer unit to be of robust design, UV protection rated, able to withstand exposure to natural weather elements	
N1.3	Install suitable end caps / stop ends with quality brand lockable lock on existing four (4) x 110mm dia. borehole pipes protruding above ground (2 x located at TE's Bellville depot and 2 x located at TE's Salt River depot).	

Note: Tenderers to indicate compliance to specification by inserting yes or no on right hand side column. In the event of "NO" being indicated, this is to be clarified in writing with reasons and alternatives being offered to be described. In the event that no written clarification is provided as part of tender submission, Transnet reserves the right to deem the submission as 'non-responsive'.

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SECTION 2

1. MANAGEMENT AND START UP

a. Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Fortnightly	On site or via internet video conferencing	Employer, Contractor, and Project Manager

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

b. Documentation Control

In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of submitting all communications via the Project Manager.

- All communications subject line shall be prefixed with the Contract Number and Project Title followed by short description of content of communication.
- The Contractor is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

c. Safety risk management

- The *Contractor* complies with the following SMP:
Refer to Annexure A for Occupational Health, Safety and Environmental specifications.
- The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.
- The Contractor makes the SMP available to its employees and Subcontractors in the language of this contract and other local languages as required
- The Contractor completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of Project Manager

d. The Contractor's Invoices

- When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.
- The invoice states the following:
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;

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- 10. Invoice number;
 - 11. The *Contractor's* VAT Number; and
 - 12. The Contract number
 - 13. The invoice contains the supporting detail
- iv. The invoice is presented either by post or by hand delivery.
 - v. Invoices submission

- Invoices submitted by post are addressed to:

Transnet SOC Ltd
 Projects Department
 P O Box 43268
 Salt River
 7925

For the attention of: PETER NOLAN

- Invoices submitted by hand are presented to:

Transnet Engineering
 Projects Department
 19 Voortrekker Road
 Salt River, Cape Town

For the attention of: PETER NOLAN

The invoice is presented as an original.

e. People

- i. Minimum requirements of people employed on the Site
 - Foreign nationals in the employ of the Contractor on the site is to have valid work permit to conduct work within the Republic of South Africa and proof of such work permits to be submitted together with health and safety file.
 - All employees working on site are to be deemed medically fit and proof of medical fitness to be submitted together with health and safety file.
- ii. The Contractor complies with the following PIRPMP

2. CONTRACTOR LIABILITY

- a. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- b. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- c. *The Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- d. *The Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

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- e. The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

3. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- a. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- b. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- c. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
- i. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - ii. The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - iii. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - iv. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- d. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- e. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.



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C4: Site Information

- C4.1 The sites are situated at the Transnet Engineering's Salt River Plant (19 Voortrekker Road, Salt River, Cape Town) and Bellville Locos and Wagons depot (off Robert Sobukwe Drive, Bellville, Cape Town), Western Cape
- C4.2 Salt River Site Location



Legend:

	Security controlled entrances / exits gates
	Area earmarked for contractor site camp

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C4.3 Bellville Site Location



C4.3 The sites are access controlled by and access through main entrance gates is manned by Transnet appointed security.

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ANNEXURE A

OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

SALT RIVER, BELLVILLE & SALDANHA

1. INTRODUCTION

This is a generic SHE Specification, which shall apply for all contract work within Transnet Engineering (TE) Salt River, Bellville & Saldanha. Transnet Engineering requires/demands a high Safety Standard from its employees and expects that this standard be maintained by outside Contractors working within Transnet Engineering.

This specification shall form part of the tender document specification and must be read and used in conjunction with the technical and tender specifications. All requirements contained in this document must be adhered to at all times while executing the work. These safety rules are not intended to restrict the duties of the Contractor or to relieve them of their legal obligations to ensure safe working

2. ENTRY TO THE PREMISES

On arrival at Transnet Engineering, the Contractor's employees must report to security. Ensure all employees have valid Permit cards. Before any contract work is started, the contractor's employees must attend SHE induction presented by TE Safety and Risk Department. The contractor must report daily to the contract manager for the specific contract before work commences.

3. STATUTORY OBLIGATION

The Contractor will ensure that all work is carried out in accordance with:

- The Occupational Health and Safety Act 85 of 1993.
- The Compensation for occupational injury and Disease Act 135 of 1993
- The South African National Standard for the wiring of premises. (SANS 10142-1: 2003)
- Specific acceptance of these rules implies that the Contractor guarantees that the Company has no liability in terms of Chapter 9 of the COID Act.
- Any other applicable legislation

4. SHE File

Before any work can commence a SHE File must be presented. It remains the responsibility of each contractor to ensure compliance with all relevant Occupational Health and Safety Legislation. The following is a guideline (but not restricted to) of the contents (not all items are applicable to all contractors) of a SHE file to be presented to TRE before work may commence:

a. Risk Assessment

The Risk Assessment must include all hazards, risks and control measures for the contractor's activities and should separately specify the following:

- Contractors activities
- TE Activities
- TE risks that should be considered (but not limited too):
 - Crossing of railway lines
 - Working in-between rails
 - Using ladders
 - Shunting and other movements on railway lines
 - Forklift movement
 - Noise
 - Overhead crane movement

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- Overhead High Voltage electrical lines
 - Welding, cutting and other hot work in workshops
 - Working at heights (contractors may only work on heights after all legal requirements are met and TE gave permission)
 - Commodities inside wagons
 - Snakes, ticks etc.
- b. Letter of good standing by COID Commissioner
- c. Work Procedures
- d. Safe Operation Procedures (SOP) for all operational activities
- Fall protection plan (if applicable)
 - SOP' for all activities
 - SOP for rail protection (in conjunction with TE)
- e. SHE Plan that explains how the following risks will be managed (must include but not limited to):
- Lock out procedures
 - Machinery guards, protecting and fencing
 - Scaffolding, ladders, tools etc.
 - Cranes, vehicles and lifting gear
 - Confinement to working areas
 - Inspection registers
 - Excavations
 - Working at heights
 - Transport on site
 - No contractors to be transported in back of bakkies
 - No overloading of passenger areas of bakkies
 - Services and operating processes
 - Where any work to be done by Contractors is connected with or likely to affect any operating process or machinery, or any services to same, the written permission of the responsible person must be obtained before such work is commenced.
 - The contractor shall not couple up to any service i.e. LP Gas, without previous arrangement having been made by the responsible person.
 - Permission must be obtained from the responsible person before equipment is connected to the electricity supply.
 - Sub-Contractors
 - List of subcontractors
 - SHE files of all sub-contractors
 - Induction by TRE of all sub-contractors
 - Roads And Thoroughfares
 - The Contractor's employees shall use the recognized roads and walkways within Transnet Rail Engineering

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- Traffic signs must be obeyed and no vehicle shall be driven at a speed exceeding 30 km/h. The contractor must take cognizance of road rail crossings and shunting activities.
- Accident/incident reporting and investigation
- First Aid
- Fire Prevention/Storage Of Flammable Substances
- Occupational Health and Hygiene on site
- Housekeeping
- Rail safety
- Waste and environmental management
- Internal training and safety talks
- The following Medicals according to risks (but not limited too):
 - Vision screening
 - Hearing test
 - Lung function test
 - Fit to work on heights
 - Drivers medical
 - Lifting equipment medicals
 - Asbestos (X-Rays) – if applicable
 - Biological Monitoring (If applicable)
- Intoxication
 - Nobody – being in a state of intoxication or any other condition resulting in his incapacity to control himself or persons under command is or will be allowed on the premises of the company.
- PPE
 - PPE required on TRE sites at all times:
 - Reflective vests
 - Safety Boots
 - Hearing protection (if applicable)
 - Fall protection equipment (if applicable)
 - Respirators (if applicable)
 - PPE required by contractor:
 - The contractor must assess PPE requirements according to Risk Assessment to protect employees for specific operational risks of the contractors activities

5. Documents to be completed:

- Section 37 (2) agreement
- Health and Safety File

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ANNEXURE B

**REFER TO SCHEDULE T2.2-02: PRE-QUALIFICATION CRITERIA SCHEDULE: DECLARATION OF
CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

or

Refer to electronic file copies supplied with this tender document

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ANNEXURE E

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

Refer to electronic file copies supplied with this tender document


SIGNED BY TENDERER _____ DATE _____

ANNEXURE F – SDB1 (TAX Compliance Status) Part A & B

PART A – INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION TRANSNET SOC LTD					
BID NUMBER:	TE21-SRX-1DF-1050-CIDB	CLOSING DATE:	26 October 2021	CLOSING TIME:	10h00 am
DESCRIPTION	RPZ VALVES & WELL POINTS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Transnet Engineering, Permit Office, 19 Voortrekker Road, Salt River Cape Town					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Charlene Nel		CONTACT PERSON	Charlene Nel	
TEL. NUMBER	021 507 2781		TELEPHONE NUMBER	021 507 2781	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Charlene.Nel@transnet.net		E-MAIL ADDRESS	Charlene.Nel@transnet.net	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER:
					MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE					

SIGNED BY TENDERER _____ DATE _____



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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

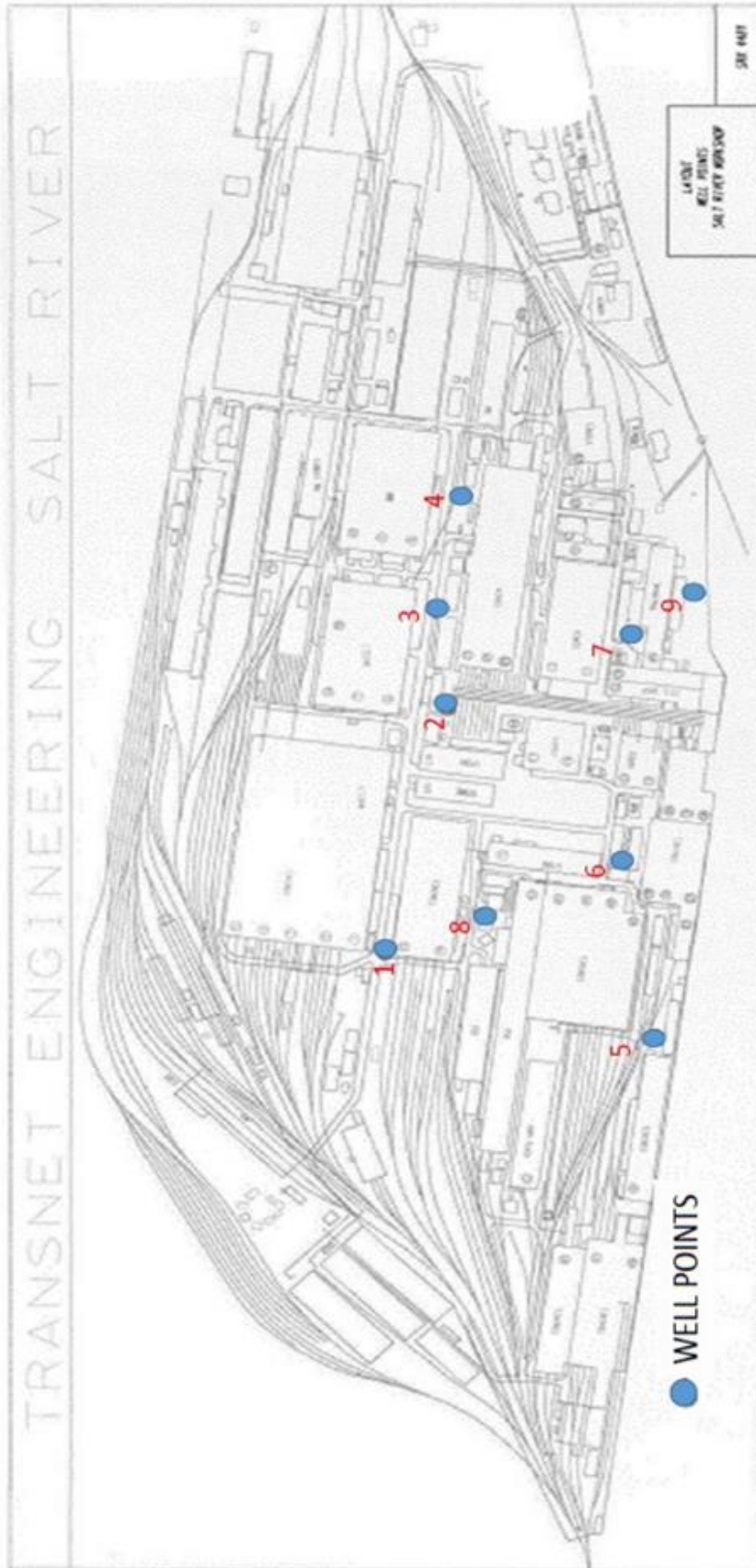
CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SIGNED BY TENDERER _____ DATE _____

ANNEXURE G - Well Point Locality Plan



SIGNED BY TENDERER _____

DATE _____

ANNEXURE H – Free Issue Materials

ITEM	MATERIAL / EQUIPMENT DESCRIPTION	QTY
1	Water Pump Vansan Water Technologies (Model Jet100B) 0.75kW 400v 50Hz 3 phase	1
2	Electrical DB Box Note: Only eight (8) free issue DB's. <i>For Well Point no.7, contractor to supply new DB as part of scope of works.</i>	8
3	Klorman Chlorine Sanitizer unit c/w chlorine cartridges	9

ELECTRICAL DB BOARD



KLORMAN CHLORINE SANITIZER



SIGNED BY TENDERER _____ DATE _____



ANNEXURE I – Drawing W2-R-001

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>02</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>03</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>04</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>05</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>06</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>07</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>08</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>09</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> <tr> <td>10</td> <td>17/03/2021</td> <td>ISSUED FOR TENDER</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	01	17/03/2021	ISSUED FOR TENDER	02	17/03/2021	ISSUED FOR TENDER	03	17/03/2021	ISSUED FOR TENDER	04	17/03/2021	ISSUED FOR TENDER	05	17/03/2021	ISSUED FOR TENDER	06	17/03/2021	ISSUED FOR TENDER	07	17/03/2021	ISSUED FOR TENDER	08	17/03/2021	ISSUED FOR TENDER	09	17/03/2021	ISSUED FOR TENDER	10	17/03/2021	ISSUED FOR TENDER	<p>NOTES</p> <p>1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.</p> <p>2. ALL WORK SHALL BE IN ACCORDANCE WITH THE SANS STANDARDS REFERRED TO IN THE SPECIFICATIONS.</p> <p>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AUTHORITIES.</p> <p>4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND UTILITIES AT ALL TIMES.</p> <p>5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.</p> <p>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND UTILITIES.</p> <p>7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.</p> <p>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL WASTE MATERIALS.</p> <p>9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.</p> <p>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND UTILITIES.</p>	<p>CITY OF CAPE TOWN MUNICIPAL SERVICES</p> <p>G. KAMBER EXECUTIVE DIRECTOR, MUNICIPAL SERVICES</p> <p>MANAGER: WATER</p>	<p>PROJECT TITLE STANDARD</p>	<p>DRAWING TITLE REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTER INSTALLATION</p>	<p>DRAWING NO. W2-R-001</p> <p>SCALE 1:100</p> <p>SHEET NO. 1 OF 1</p> <p>DATE 11/08/2020</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td>CHECKED</td> <td>DATE</td> <td>BY</td> </tr> </table>	DESIGNED	DATE	BY	CHECKED	DATE	BY
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PLAN VIEW

SECTION A-A

ROOF SLAB

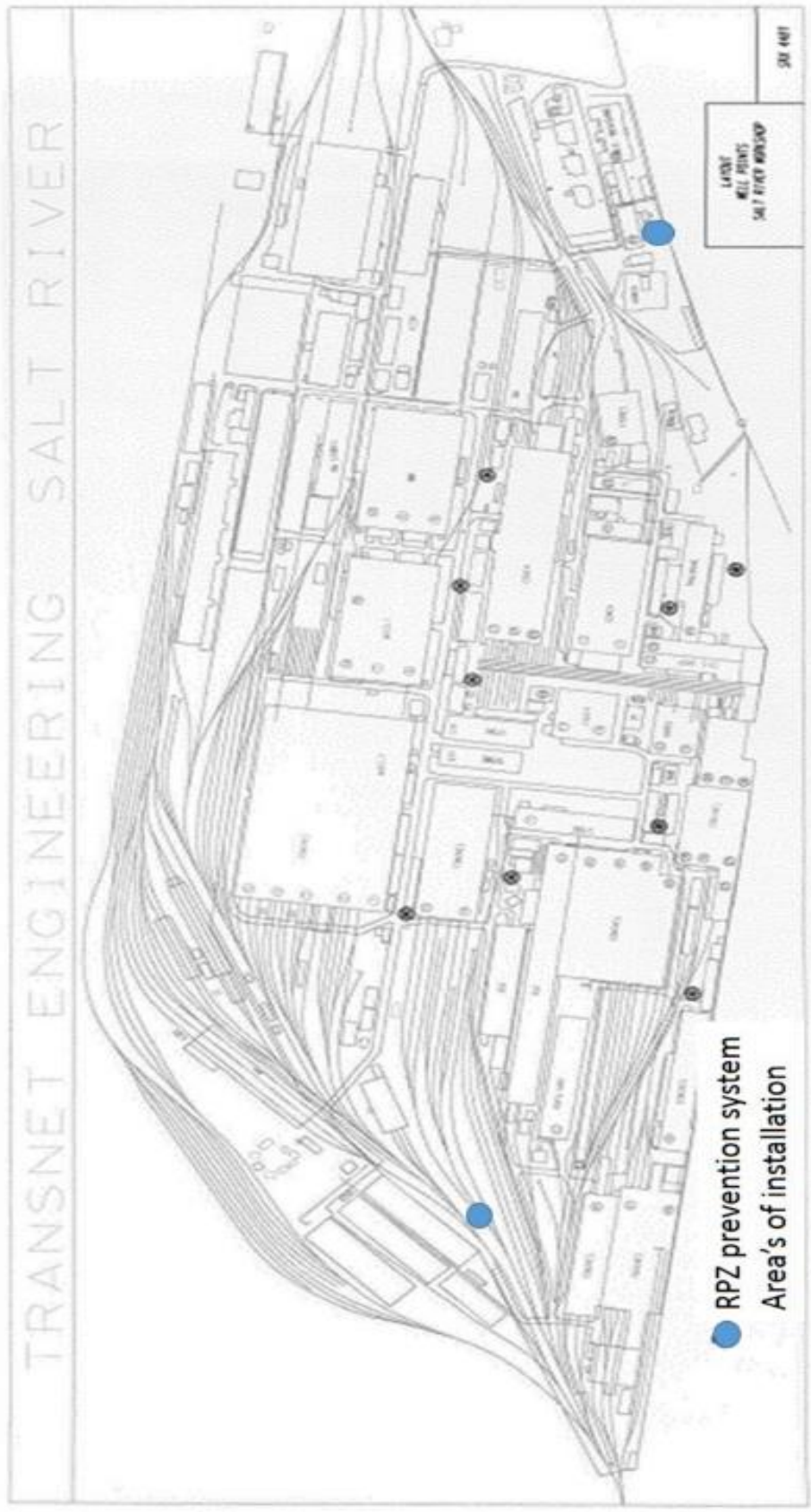
FLOOR SLAB

Drawing No. **W2-R-001**

SIGNED BY TENDERER _____

DATE _____

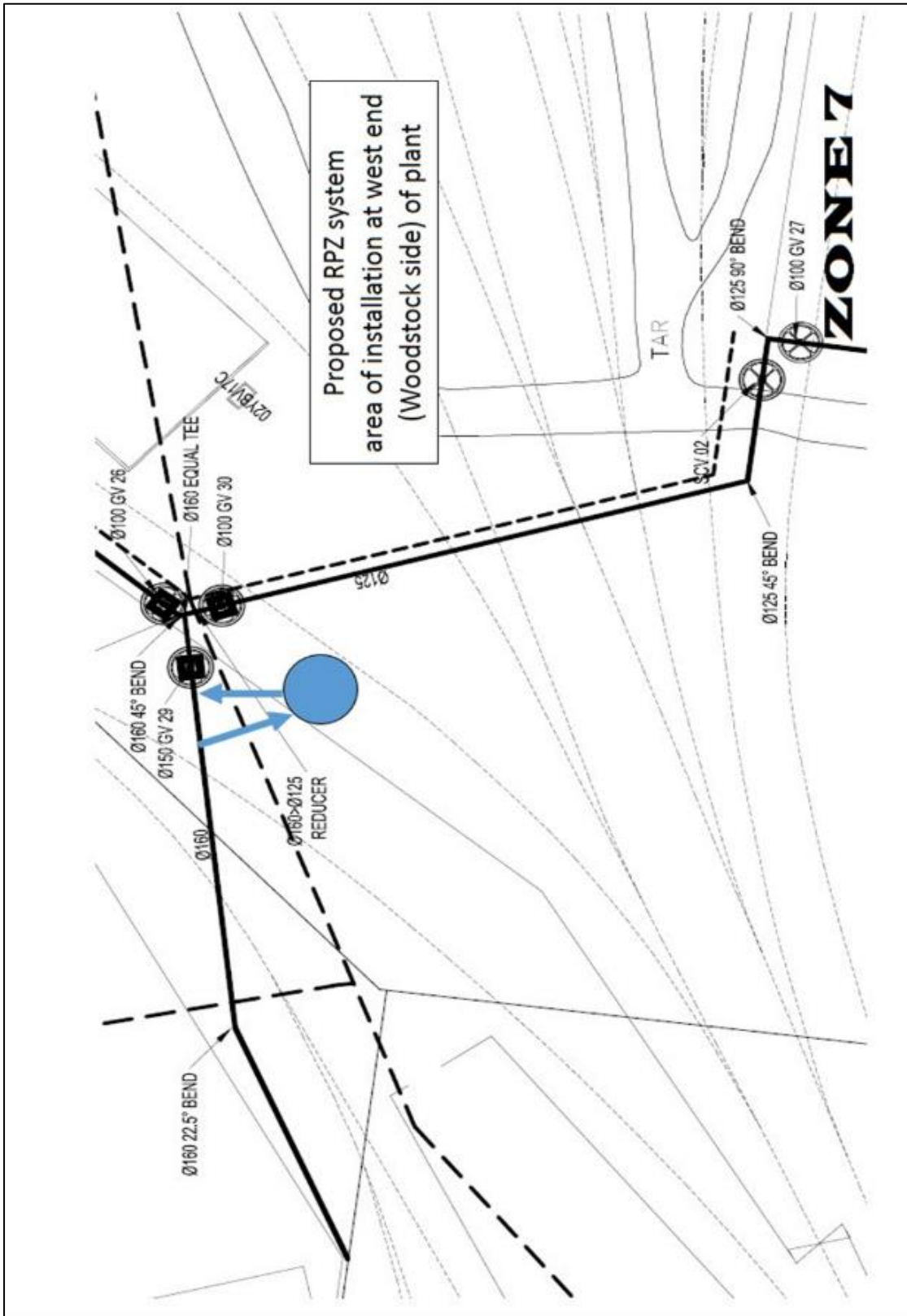
ANNEXURE J – RPZ Backflow Prevention Locality Plan



SIGNED BY TENDERER _____

DATE _____

ANNEXURE L – WEST END (Woodstock Side)



SIGNED BY TENDERER _____

DATE _____

ANNEXURE M – PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

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

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

SIGNED BY TENDERER _____ DATE _____



- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

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

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

Signature of Respondent’s authorised representative: _____

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

SIGNED BY TENDERER _____ DATE _____