

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

RENOVATION OF MAIN GENERAL BUILDINGS (GB CIBD) AT VARIOUS TRANSNET FREIGHT RAIL
DEPOTS ACROSS EASTERN REGION FOR A PERIOD OF 06 MONTHS

RFP NUMBER	: SIG20030CIDB (HOAC-HO-34780) (Koedoespoort)
ISSUE DATE	: 14 September 2021
COMPULSORY BRIEFING	: 22 September 2021
TENDER CLARIFICATIONS CLOSING DATE	: 27 September 2021
CLOSING DATE	: 14 October 2021
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date (24 January 2022)

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	RENOVATION OF MAIN GENERAL BUILDINGS (GB CIBD) AT VARIOUS TRANSNET FREIGHT RAIL DEPOTS ACROSS EASTERN REGION FOR A PERIOD OF 06 MONTHS.
TENDER FEE AND BANKING DETAILS	<p>This Tender may be downloaded directly from the TFR website https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>National Treasury e-Tender Publication Portal at (www.etenders.gov.za)</p> <p>FREE OF CHARGE.</p> <p>NOTE:</p> <p>1. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.</p>
COLLECT RFP FROM:	<p>Tenderers are encouraged to download the RFP from TFR website https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>(www.etenders.gov.za)</p>
ISSUE DATE AND COLLECTION DEADLINE	<p>Collections of bids: Kindly note that due to the "National Lockdown" directive as announced by the President of the Republic of South Africa on 23 March 2020, No collection of physical documents will be possible or allowed during the "Lockdown" period, documents are only available for download from TFR website https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>(www.etenders.gov.za)</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted as follows:</p> <ul style="list-style-type: none"> ➤ Transnet Freight Rail office, Koedoespoort Depot: 8 Transwood road Silverton Koedoespoort DE Building on the 22 September 2021 at 11:00am [eleven O'clock] for a period of ± 3 (three) hours. <p>[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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Wearing of mask (every person entering TFR premises must have a mask on) • - Wearing of PPE (every person who will be attending the briefing session must have their own PPE) • - Screening (every person entering TFR premises will be screened) • - Practicing social distancing • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <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. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00pm on 12 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>
VALIDITY PERIOD	<p>Twelve (12) weeks Business Days from Closing Date: 26 January 2022</p> <p>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: SIG20030CIDB (HOAC-HO-34780)

Description: Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months. (Koedoespoort)

Closing date and time: 12 October 2021 at 10:00

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

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

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 Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington Road, Parktown Johannesburg and must be addressed as follows:

**THE SECRETARIAT, ACQUISITION COUNCIL
TRANSNET FREIGHT RAIL TENDER BOX
INYANDA HOUSE 1
GROUND FLOOR, 21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG**

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

3.2 Dispatch by courier

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

**THE SECRETARIAT, ACQUISITION COUNCIL
TRANSNET FREIGHT RAIL TENDER BOX
INYANDA HOUSE 1
GROUND FLOOR, 21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG**

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

4. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision

of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

5. DISCLAIMERS

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

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise, in the absence of other documents such as stamped bank letter confirmation financial support or credible funding organisations or institutions such as NEF, IDC;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 5.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 5.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 5.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-15], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

8. PROTECTION OF PERSONAL INFORMATION

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

- f) Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- g) 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.
- h) 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).
- i) 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.
- j) 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.
- k) 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	
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- l) 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.
- m) 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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) Ltd.
Ethics Management Solution™

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

				
	<p>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.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

9. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS & INTENTION TO TENDER

E-MAIL TO:	Transnet Freight Rail	Project No.:	SIG20030CIDB
	E-mail:Anthony.Erasmus@transnet.net	Tender No.:	SIG20030CIDB
	Attention: A Erasmus	Intention to tender	3 Days prior to the RFP
		Submission Date :	closing date

RENOVATION OF MAIN GENERAL BUILDINGS (GB CIBD) AT VARIOUS TRANSNET FREIGHT RAIL DEPOTS ACROSS EASTERN REGION FOR A PERIOD OF 06 MONTHS.

Do you wish to tender for the work and will you return your tender proposal by the tender closing date

Check
Yes ☐

No ☐

IF NO, PLEASE PROVIDE REASONS FOR NOT TENDERING:

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND E-MAIL ADDRESS

SIGNATURE: _____

TITLE: _____

Please note that this form must be completed irrespective of whether the Tenderer purchased a hard copy of this proposal or downloaded a softcopy from the e-tender portal of National Treasury.

Transnet will not be held liable if Tenderers do not respond to the Intention to Tender Submission date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.

10. RFP CLARIFICATION REQUEST FORM

RFP No: SIG20030CIDB (HOAC-HO-34780)

RFP deadline for questions / RFP Clarifications: Before **12 pm on 27 September 2021**

TO: Transnet SOC Ltd
ATTENTION: Governance, Transnet Freight Rail Tender Office
EMAIL: Prudence.Nkabinde@transnet.net
Cc: Delisiwe.Mngomezulu@transnet.net
DATE: _____
FROM: _____

Indicate whether this query is general in nature and applicable to all service categories

Yes ☐ No ☐

1. For all clarification questions prior to the tender closing date and time, direct the communication to the RFP Administrator at Delisiwe.Mngomezulu@transnet.net
2. For all clarification questions after the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd
ATTENTION: Governance, Transnet Freight Rail Tender Office
EMAIL: Prudence.Nkabinde@transnet.net
Cc: Delisiwe.Mngomezulu@transnet.net
DATE: _____
FROM: _____

REQUEST FOR RFP CLARIFICATION

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF TENDERER

SIGNATURE OF WITNESS

NAME OF TENDERER

NAME OF WITNESS



T1.2 TENDER DATA

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

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

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

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

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



Name:	Delisiwe Mngomezulu
Address:	13-15 Girton Road, Parktown
Tel No.	011-584-1129
E – mail	Delisiwe.Mngomezulu@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

The test will include the following:

<i>Eligibility Responsiveness</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none"> Verify the validity of all returnable documents
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent

Stage Two: Test for Eligibility Responsiveness

The test will include the following

<i>Eligibility Responsiveness</i>
<ul style="list-style-type: none"> A Certificate of Attendance T2.2-01 hereto must be completed and submitted with the RFP as proof of attendance is required for a compulsory site meeting and/or RFP briefing. Tenderers failing to attend the compulsory tender briefing will be disqualified. An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 <p><i>(Certificate of Attendance will be verified with the attendance register)</i></p>
<ul style="list-style-type: none"> Active and Valid CIDB grading certificate of the scope that the bidder wish to tender for: level 3GB or higher <ul style="list-style-type: none"> a) <i>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 3GB or higher class of construction work, are eligible to have their tenders evaluated.</i> b) Joint Venture (JV)



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

- 1. every member of the joint venture is a registered contractor in terms of these CIBD Regulations,*
- 2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status;*
- 3. and the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations*
- 4. The tenderer shall provide a certified copy of its signed joint venture agreement.*

- Proof of Active BBBEE Level 3 or better (Level 1 being better) Status in the form of a valid BBBEE Certificate or Sworn Statement or Affidavit

- Proof of registration on the National Treasury Central Supplier Database

The test for Eligibility responsiveness [Stage one and two] must be met for a Respondent's Proposal to progress to Stage three for further evaluation

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

Pre-Qualification Responsiveness

- Proof of BBBEE Level 3 or better (Level 1 being better) Status in the form of a valid BBBEE Certificate or Sworn affidavit

The test for pre-qualification substantive responsiveness [Stage three] must be passed for a Respondent's Proposal to progress to Stage Four for further evaluation

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

Tenderers must properly complete, duly sign and submit returnable schedule T2.2-03, 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):



National Treasury Designated Sectors For Local Production and Content for the Textile, Clothing, Leather and Footwear Sector	100% [one hundred percent]
National Treasury Designated Sectors Instruction Number 15 of 2016-2017- Steel Products and Components for Construction.	100% [one hundred percent]
National Treasury Designated Sectors Circular No 7 of 2019-2020- Furniture Products	70% [seventy percent]
National Treasury Designated Sectors Circular No 3 of 2019-2020-Steel Conveyance Pipes, Pipes Fitting and Specials.	100% [one hundred percent]
National Treasury Circular No 1 of 2019_20 DS LC on Plastic Pipes	100% [one hundred percent]
National Treasury designations Instruction note 11 2016-17 Valve Products and Actuators	70% [seventy percent]
National Treasury designations Instruction No. 3 OF 2016-2017 –Solar Water Heater Components	70% [seventy percent]

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 **T2.2-03** (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>

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

4. Stage Five - Functionality:

N/A , as per the SFU building repairs/ maintenance services falls within the Simple/Straight forward/routine work therefore no functionality criteria shall be specified in the tender data as (para 4.3.2.1 a) of the SFU).



5. Stage Three: B-BBEE and Preference points system

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

6. Stage Six: Due Diligence

Due diligence will be conducted in as follows:

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

6.1 Compliance to Clause By Clause

6.2 Financial Stability:

(a) Financial Ratios

- Gearing Ratio
- Capacity/ Liquidity
- Profitability
- ROE
- ROA
- Interest Cover
- Cash Flow

The bidder need to achieve a minimum score of 15 point in total for all the above-mentioned ratios

The evaluation for the above-mentioned rations

(b) Completeness of Bill of Quantities

(c) Vendor Risk Assessment- Advanced Risk Report

- Bribery and Corruption
- Collusion
- B-BBEE Fronting
- Employee and Counterparty association- direct and indirect relationships
- Credit Policy

The results of the due diligence exercise will be considered in a risk assessment by Transnet and where significant risk cannot be mitigated this could lead to the Bidder being disqualified as per clause 5.6 of the Transnet Anti- Fraud and Anti-Corruption Policy. (Supplier Integrity document)

6.3 Health and Safety and Risk will only be assessed.

- Health and Safety (T2.2-22)
- Risk Management (T2.2-3)



3. Stage Seven– Award

Transnet will negotiate the final terms and condition of 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)

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) copy** and **a clearly marked electronic version** (compact disc or memory stick) in the same format as the original submission which shall be in the **English Language**.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details that
 C2.15.1 are to be shown on each tender offer package are:

Location of tender box In the foyer and addressed to

Physical address: The Secretary
 Transnet Freight Rail Acquisition Council
 Reception Ground Floor, Inyanda House 1
 21 Welling Road
 Parktown
 Johannesburg

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

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: SIG20030CIBD (HOAC-HO-34780)
- The Tender Description: Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months. **((Koedoespoort))**

Documents must be marked for the attention of:

Employer's Agent: Delisiwe Mngomezulu

15 Girton Road, Parktown

011 584-1129

Delisiwe. Mngomezulu@transnet.net



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

C.2.15 The closing time for submission of tender offers is:
 Time: **10:00am** on the **12 October 2021**
 Location: **Transnet Freight Rail Acquisition Council**
Reception Ground Floor, Inyanda House 1
21 Wellington Road
Parktown
Johannesburg
NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks (26 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.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated section as per Bill of Quantities;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6.

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

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

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



C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS


AUGUST 2019

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardisation and uniformity in construction contracts documentation, practices and procedures.

2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

- 2.1** Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.2** Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.3** Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.4** Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.5** General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.
- 2.6** JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.
- 2.7** JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.
- 2.8** NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineers.
- 2.9** NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.
- 2.10** Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.11** Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).
- 2.12** South African Bureau of Standards, SANS 10845-1, Construction procurement – Part 1: Processes, methods and procedures.
- 2.13** South African Bureau of Standards, SANS 10845-2, Construction procurement – Part 2: Formatting and compilation of procurement documentation.

- 2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement – Part 3: Standard conditions of tender.
- 2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement – Part 4: Standard conditions for the calling for expressions of interest.

3. Definitions

For purposes of this standard, the following definitions apply:

- 3.1 **black people** means Africans, Coloureds and Indians -
- (a) who are citizens of the Republic of South Africa by birth or descent; or
 - (b) who became citizens of the Republic of South Africa by naturalisation -
 - (i) before 27 April 1994; or
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
- 3.2 **capability** means the abilities necessary to perform at the required level;
- 3.3 **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;
- 3.4 **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfill his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;
- 3.5 **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;
- 3.6 **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data;
- 3.7 **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;
- 3.8 **develop and construct** means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;
- 3.9 **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;
- 3.10 **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;
- 3.11 **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;
- 3.12 **financial offer** means the cost of the procurement in monetary terms;

- 3.13 form of offer and acceptance** means the documents that formalize the legal process of offer and acceptance;
- 3.14 functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;
- 3.15 invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;
- 3.16 list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;
- 3.17 management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;
- 3.18 notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;
- 3.19 potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;
- 3.20 preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;
- 3.21 pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;
- 3.22 quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;
- 3.23 scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;
- 3.24 services contract** means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;
- 3.25 site information** means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;
- 3.26 submission data** means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;
- 3.27 term contract** means a contract that enables the employer to order work during a prescribed period at agreed rate;
- 3.28 tender data** means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers;
- 3.29 tenderer** means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;

- 3.30 tender notice** means a formal communication to tenderers to submit competitive tenders;
- 3.31 tender offer** means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;
- 3.32 threshold** means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

4 Requirements

4.1 General

Procurement of construction works shall be undertaken in accordance with:

- a) the provisions of legislation regulating procurement;
- b) the cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

4.2 Solicitation of tender offers

4.2.1 General

4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.

4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.

4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interests of the employer.

4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.

4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

4.2.2 Activities associated with the solicitation of tender offers

4.2.2.1 Preparation of procurement documents

- a) Procurement documents for engineering and construction works contract shall in general:
 - i) require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
 - ii) set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
 - iii) define the risks, liabilities and contractual obligations of the parties to the contract;
 - iv) define the nature and quality of construction works to be provided in the performance of the contract.

Table 1: Standard Procurement Procedures and Tender Evaluation Methods

Procedure		Description
PP1	Negotiation procedure	A tender offer is solicited from a single tenderer.
PP2	Competitive selection procedure	Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points.
	PP2A Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
	PP2B Open procedure	Tenderers must submit tender offers in response to an advertisement by the employer to do so.
	PP2C Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
	PP2D Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
	PP2E Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
	PP2F Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
	PP2G Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three sources. The goods are purchased from the source providing the lowest price once it is confirmed in writing.
PP3	Competitive negotiation procedure	A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
	PP3A Restricted competitive negotiations	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
	PP3B Open competitive negotiations	Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

Table 2: Standard methods for procuring different categories of engineering and construction works contracts

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction works	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements PP3A Restricted Competitive Negotiation Procedure
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

- a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give some tenderers an advantage over others;
- b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
- c) may not reveal to the other participants solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
- d) may request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:
 - i) involve changes to the basic features of the tender process or the tender data; or
 - ii) alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and
- e) shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.

4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

4.3 Evaluation of Tenders on Functionality

Generally, tender submissions are evaluated in terms of "Financial offer and preference". In the event of "functionality" being introduced as part of an evaluation criteria, such a requirement must be stated in the tender documents.

4.3.1 Process for Evaluation of Tenders on Functionality

4.3.1.1 The evaluation criteria for measuring functionality must be objective.

4.3.1.2 The tender documents must specify-

- a) the evaluation criteria for measuring functionality;
- b) the points for each criteria and, if any, each sub-criterion; and
- c) the minimum qualifying score for functionality.

4.3.1.3 The minimum qualifying score for functionality for a tender to be considered further-

- a) must be determined separately for each tender; and
- b) may not be so-
 - i. low that it may jeopardize the quality of the required engineering and construction works; or
 - ii. high that it is unreasonably restrictive.

4.3.1.4 Points scored for functionality must be rounded off to the nearest two decimal places.

4.3.1.5 A tender that fails to obtain the minimum qualifying score for functionality, as indicated in the tender documents is not an acceptable tender.

4.3.1.6 Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11 of the Preferential Procurement Regulations, 2017 (as amended).

4.3.2 Functionality in different Contracting Strategies

To apply the different contracting strategies, works shall be classified as follows:

- **Simple/straightforward/routine work** - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.
- **Complex work** - characterised by requirements for higher levels of skills, greater resources or not well defined inputs and outputs.
- **Specialist work** - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.

Note: The value of the project or quantities shall not be used to determine whether the project is of a complex or specialist nature.

4.3.2.1 Design by an employer

- a) If the construction works contract is deemed to be simple or straightforward or routine. No functionality criteria shall be specified in the tender data.
- b) If the construction works contract is deemed to be of a complex or specialist works, the employer may, in the tender data, specify functionality criteria and such criteria shall include:
 - i. Relevant applicable trades or skills in accordance with the scope of works; or
 - ii. Suitably qualified professional person in the built environment; or
 - iii. Any other legislated requirements as per the scope of works.

Note: The following contracting strategies are deemed to be deployed in circumstances where construction works contracts are of a complex or specialist works.

4.3.2.2 Develop and Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.2.3 Design and Build/Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.2.4 Management Contract

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.3 Where functionality is evaluated, at least three persons who are fully conversant with the technical aspects of the scope of works shall undertake such evaluation.

4.4 Procurement documents

4.4.1 General

4.4.1.1 Construction procurement documents for engineering and construction works shall be formatted and compiled in accordance with the approach adopted under the headings contained in:

- a) Table 3: Calling for expressions of interest; or
- b) Table 4: Tenders are invited using a three-volume; or
- c) Table 5 Tenders are invited using a single volume;
- d) Table 6: Standard headings and sequencing of documents in the contract.

Table 3: Documents that relate to a call for expressions of interest

Contents		Function and broad outline of contents
Number	Heading	
Part E1: Submission procedures		
E1.1	Notice and invitation to submit an expression of interest	Alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria.
E1.2	Submission data	Establishes the rules from the time a call for an expression of interest is advertised to the time a submission is evaluated.

Part E2: Returnable documents		
E2.1	List of returnable documents	Ensures that everything the employer requires a respondent to include in his submission is included in, or returned with, such a submission.
E2.2	Submission schedules	Contains documents that the respondent is required to complete for the purpose of evaluating submissions.
Part E3: Indicative scope of work (where appropriate)		
E3	Indicative scope of work	Indicates to respondents what the contract is likely to entail so that they can make an informed decision as to whether or not they wish to respond and, if so, structure their submission around the likely demands of the project.

Table 4: Standard headings and sequencing of documents when soliciting tenders where a three-volume approach is adopted

Volume	Contents		Broad outline of contents
	Number	Heading	
Volume 1	TENDERING PROCEDURES		
	T1.1	Tender Notice and Invitation to Tender	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Volume 2	RETURNABLE DOCUMENTS		
	T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
	C1.2	Contract Data (Part 2: Data provided by the contractor)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
	T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
Volume 3	CONTRACT		
	Part C1: Agreement and Contract Data		
	C1.2	Contract Data (Part 1: Data provided by the employer)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	Part C2: Pricing data		
	C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
	Part C3: Scope of Work		
	C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
	Part C4: Site information (engineering and construction works contracts only)		
	C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon the method of working and programming, and risks.

4.4.1.2 The contract arising from the solicitation of tender offers using a three-volume approach or the Negotiated Procedure shall be formatted and compiled under the headings contained in Table 6.

4.4.1.3 The Tender Notice and Invitation to Tender shall, as a minimum, contain the wording provided in Annex A.

Table 5: Standard headings and sequencing of documents when soliciting tenders where a single volume approach is adopted

Contents		Function and broad outline of contents
Number	Heading	
TENDER		
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	Alerts tenderers to the nature of the engineering and construction works required by the employer and must contain sufficient information to enable them to respond appropriately.
T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Part T2: Returnable documents		
T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purposes of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Pricing schedules / Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner where the works shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming, and risks.

Table 6: Standard headings and sequencing of documents in the contract

Contents		Broad outline of contents
Number	Heading	
Part C1: Agreements and contract data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price the tender and to decide upon the method of working and programming, and risks.

4.4.1.4 The Form of Offer and Acceptance with a schedule of deviations provided in Annex B shall be used with minimal contract specific amendments to form the basis of agreements arising from the solicitation of tender offers.

4.4.1.5 The Notice and Invitation to submit an Expression of Interest shall, as a minimum, contain the wording provided in Annex D.

4.4.1.6 The Record of Addenda to Tender Documents and the Compulsory Enterprise Questionnaire contained in Annexes F and G, respectively, shall form part of the Returnable Documents in all procurement documents issued by employer.

4.4.2 Tender Data

4.4.2.1 The Tender Data shall reference the Standard Conditions of Tender contained in Annex C.

4.4.2.2 The tender offer validity period provided for in the tender data shall not exceed twelve (12) weeks. Any extension beyond twelve (12) weeks must be approved by the Accounting Officer.

4.4.2.3 The Tender Data associated with a Standard Tender Evaluation Method shall reference the method to be used by the employer.

4.4.3 Contract data

4.4.3.1 The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

- a) Engineering and Construction Works Contract -
 - i) General Conditions of Contract for Construction Works (GCC);
 - ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
 - iii) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
 - iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.

4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.

4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12, 5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree; include one or more of the following:

- a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or a bank duly registered in terms of the Banks Act No 94 of 1990; or
- b) A cash deposit paid in the name of employer; or
- c) A payment reduction against payment certificates; or
- d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

4.4.4 Submission Data

4.4.4.1 The Submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Procurement Regulations, 2017 (as amended).

4.4.6 Scope of work

4.4.6.1 The scope of work shall, wherever possible be:

- a) described in terms of performance rather than the design or descriptive characteristics, and
- b) based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

4.5.2 The following wording must be included in the Notice and Invitation to Tender in all engineering and construction works contracts:

It is estimated that tenderers must have a cidb contractor grading designation of or or higher...

Note: Delete "or" where only one class of construction works is applicable.

4.5.3 The following wording must be included in the Tender Data, where the class of work is designated in terms clause 4.5.1:

Clause number (refer to Annex C)	
C.2.1	<p>Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a Or*. class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none">1. every member of the joint venture is registered with the cidb;2. the lead partner has a contractor grading designation in the or* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a or* class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

** insert class of construction work. Delete "or" where only one class of construction works is applicable.*

4.5.4 The following wording must be included in the Notice and Invitation to submit an Expression of Interest in respect of engineering and construction works, where the contractor grading designation is based on the estimated value of a tender that may arise:

Respondents must have a contractor grading designation of ... oror higher.

Note: Delete “or” where only one class of construction works is applicable.

4.5.5 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of or * or higher, are eligible to have their submissions evaluated.

**insert contractor grading designation for one or two classes of construction works. Delete “or” where only one class of construction works is applicable.*

4.5.6 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Joint ventures are eligible to have their submissions evaluated provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders; the lead partner has a contractor grading designation in the or* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

** insert class of construction work. Delete “or” where only one class of construction works is applicable.*

4.5.7 Where an employer promotes potentially emerging enterprises within a framework of a targeted development programme as contemplated in terms of the Construction Industry Development Regulations:

- a) the wording provided in the Notice and Invitation to Tender in terms of 4.5.2 shall be amended as follows:

It is estimated that tenderers must have a cidb contractor grading designation of or or higher. or** potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.*

** insert estimated contractor grading designation in one or two construction classes, as relevant.*

*** insert one contractor grading designation below estimated contractor grading designation*

Note: Delete “or” where only one class of construction works is applicable.

- b) the wording in the Tender Data provided in terms of 4.5.3 shall be amended as follows:

Clause number (refer to Annex C)	
C.2.1	The following tenderers who are registered with the cidb, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: <ol style="list-style-type: none"> contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a or*. class of construction work; and contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:.....**

** insert class of construction work. Delete “or” where only one class of construction works is applicable.*

***state criteria relevant to employer's targeted development programme*

- c) the wording provided in terms of 4.5.4 shall be amended as follows:

Respondents must have a contractor grading designation of ... or or higher. or potentially emerging enterprises who satisfy criteria stated in the Submission Data may submit expressions of interest.

Note: Delete "or" where only one class of construction works is applicable.

- d) the wording in the Submission Data provided in terms of 4.5.5 shall be amended as follows:

Clause number (refer to Annex D.)	
D.2.1	<p>The following respondents who are registered with the cidb or are capable of being so registered within twenty-one (21) working days from the closing date for the submission of tenders are eligible to have their submissions evaluated:</p> <p>a) those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of or*or higher; and</p> <p>b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <p>.....**</p>

* insert contractor grading designation for one or two classes of construction works. Delete "or" where only one class of construction works is applicable.

**state criteria relevant to employer's targeted development programme.

- e) details appropriate to any support provided must be stated in the Contract Data, the Pricing Data and the Scope of Work, as relevant.

4.5.8 Employers, wherever appropriate, in support of industry development, shall in the application of the register of contractors, promote the participation and development of registered contractors by means of one or more of the following:

- unbundling projects into smaller contracts;
- implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions regulations 25(8) of the Construction Industry Development Regulations;
- requiring a prime contractor to subcontract defined portions of the works to such contractors in accordance with the provisions of 4.4.5.

Annex A

Standard Tender Notice and Invitation to Tender

	Guidance Notes
..... invites tenders for	<i>Enter the name of the employer and describe briefly what is to be procured, and if appropriate, over what time period.</i>
It is estimated that tenderers must have a cidb contractor grading of ... or ... or higher.	<i>Omit where: i) the contract involves goods or services; or ii) the employer promotes potentially emerging enterprises in engineering and construction works. Insert best estimate of required contractor grading designation.</i>
It is estimated that tenderers must have a cidb contractor grading of ... or ... or higher. or potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.	<i>Omit where: i) the contract involves goods or services; or ii) the employer does not promote potentially emerging enterprises in engineering and construction works. Insert best estimate of required contractor grading designation and one contractor grading designation lower before "potentially emerging".</i>
Preferences are offered to tenderers who	<i>Briefly indicate the nature of the preferences that are applicable, if so desired.</i>
Only tenderers who are eligible to submit tenders.	<i>Where applicable, state essence of eligibility criteria.</i>
The physical address for collection of tender documents is: Documents may be collected during working hours after 09:00 on	<i>Enter data</i>
A non-refundable tender deposit of R.....payable in cash or by bank guaranteed cheque made out in favour of the Employer is required on collection of the tender documents.	<i>Omit if not a requirement. Amend wording if cheques or cash are not acceptable.</i>
Queries relating to the issue of these documents may be addressed to Mr/Ms, Tel No., Fax No. E- Mail	<i>Enter data</i>
A compulsory clarification meeting with representatives of the Employer will take place at on starting at hrs.	<i>Omit if not a requirement</i>
The closing time for receipt of tenders is hrs on Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.	<i>Enter data and delete that which does not apply</i>
Tenders must only be submitted on the tender documentation that is issued.	
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.	

Annex B

Form of Offer and Acceptance

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.
2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

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

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX ISRand (in words);

R..... (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, 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 and address of tenderer)		
Name and signature of witness			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 agreement)

Part C2 Pricing data

Part C3 Scope of work

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 as 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 after 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. 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Name and address of employer)		
Name and signature of witness			Date

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Schedule of Deviations

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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 Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex D

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

D.1.2 Supporting documents

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

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

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

- a) **conflict of interest** means any situation in which:
 - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

D.1.4 Communication and employer's agent

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

D.2 Respondent's obligations

D.2.1 Eligibility

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

D.2.2 Cost of submissions

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

D.2.3 Check documents

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

D.2.4 Acknowledge addenda

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

D.2.5 Clarification meeting

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

D.2.6 Seek clarification

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

D.2.7 Making a submission

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

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

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

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

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

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

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

D.2.10 Clarification of submission

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

D.3 Employer's undertakings

D.3.1 Respond to clarification

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

D.3.2 Issue Addenda

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

D.3.3 Late submissions

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

D.3.4 Opening of submissions

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

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

D.3.5 Non-disclosure

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

D.3.6 Grounds for rejection and disqualification

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

D.3.7 Test for responsiveness

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

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

D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

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

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

D.3.10 Provide written reasons for actions taken

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

Annex E

Standard Notice and Invitation to submit an Expression of Interest

	Guidance
Expressions of interest are invited for the provision of	<i>Describe briefly what is to be procured, and if appropriate, over what time period.</i>
The Employer is	
.....	<i>Describe objective selection criteria and provide any other pertinent information.</i>
The physical address for collection of documentation is: Documents may be collected during working hours after on	
Queries relating to the issues of these documents may be addressed to Mr/Ms , Tel No. , Fax No. E-mail	

Annex F

Record of Addenda to Tender Documents

The undersigned confirm 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 tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Annex G

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

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

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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
- iv) 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			

T2.1 List of Returnable Documents

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

- | | |
|---------|---|
| T2.2-01 | Stage One as per CIDB: Eligibility Criteria Schedule
Certificate of attendance at Compulsory Tender Clarification Meeting |
| T2.2-02 | Stage Two as per CIDB: Eligibility Criteria Schedule
a) CIDB Registration
b) CSD Registration |
| T2.2-03 | Stage Three as per PPPFA:
Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017 – A tender having a stipulated minimum B-BBEE status level of contributor of 3 or better |
| T2.2-04 | Stage Four as per PPPFA: Eligibility Criteria Schedule
Declaration Certificate of Local Production and Content (SBD 6.2) |

2.1.2 Stage Five: Commercial Scoring:

Financial Value: 80
Preferential Points: 20

2.1.3 Returnable Schedules: General:

- | | |
|----------|---|
| T2.2-5 | Risk Management |
| T2.2-6 | Environmental Management Plan |
| T2.2-7 | Authority to submit a Tender |
| T2.2-8 | Availability of Equipment and other Resources |
| T2.2-9 | Record of Addenda |
| T2.2-10 | Site Establishment Requirements |
| T2.2-11 | E4B Minimum Health requirements |
| T2.2-12 | Health and Safety Requirements |
| T2.2-12a | Health and Safety Questionnaire |
| T2.2-12b | SHE Specification |
| T2.2-12c | Health and Safety Breakdown |
| T2.2-12d | Letter of Good Standing |
| T2.2-12e | Section 37 Mandatory Agreement |
| T2.2-12f | BBD8210 Version 1 |



Agreement and Commitment by Tenderer:

T2.2-13	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
T2.2-14	Supplier Code of Conduct
T2.2-15	Service Provider Integrity Pact
T2.2-16	RFP Declaration Form
T2.2-17	RFP – Breach of Law
T2.2-18	Non-Disclosure Agreement
T2.2-19	Certificate of Acquaintance with Tender Document
T2.2-20	Supplier Declaration Form
T2.2-21	Tax Compliance SBD1

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-22	Insurance provided by the Contractor
T2.2-23	Three year Audited Financial Statement

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Central Region

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3GB** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is a registered contractor in terms of these CIDB Regulations,
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status;
3. and the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

T2.2-3 Eligibility Criteria Schedule: B-BBEE Status Level

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level

It is a specific tendering condition that tenderers:

- A tender having a stipulated minimum B-BBEE status level of contributor of 3 or better (1 being better)

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Statement or Affidavits**

T2.2-04a: Pre-qualification Criteria Schedule: Compulsory Local Content Threshold

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

1. Local Content Threshold

A Local Content threshold as per Table Below will be required for the goods specified in SBD 6.2, to be manufactured by a successful Tenderer for the remainder of the contract term.

Table 1

National Treasury Designated Sectors For Local Production and Content for the Textile, Clothing, Leather and Footwear Sector	100% [one hundred percent]
National Treasury Designated Sectors Instruction Number 15 of 2016-2017- Steel Products and Components for Construction.	100% [one hundred percent]
National Treasury Designated Sectors Circular No 7 of 2019-2020- Furniture Products	70% [seventy percent]
National Treasury Designated Sectors Circular No 3 of 2019-2020-Steel Conveyance Pipes, Pipes Fitting and Specials.	100% [one hundred percent]
National Treasury Circular No 1 of 2019_20 DS LC on Plastic Pipes	100% [one hundred percent]
National Treasury designations Instruction note 11 2016-17 Valve Products and Actuators	70% [seventy percent]
National Treasury designations Instruction No. 3 OF 2016-2017 –Solar Water Heater Components	70% [seventy percent]

For further guidance with regard to the determination of "Local Content", Tenderers must refer to the following documentation:

- SABS approved technical specification number SATS 1286:2011
- Guidance on the calculation of Local Content

[available on the DTI website: <http://www.thedti.gov.za>]

2. Mandatory RFP Annexures

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

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule

Essential Returnable Annexures

- 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

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

2.1 Challenges meeting the Local Content Threshold

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

2.2 Local Content Obligations

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

2.3 Local Content Notes

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

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

Where

x is the imported content in Rand

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

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

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

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the Contractor is unable to achieve the local content undertaking, the Contractor must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The Contractor is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the Contractor shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the Contractor shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the Contractor fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the Employer's other rights in law:
 - i. The Employer shall afford the Contractor a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the Contractor fail to meet its obligations within the further 30 day period, the Contractor shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the Employer in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the Contractor shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the Contractor meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the Employer shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the Employer to the Contractor over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the Contractor at any milestone assessment.

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.

- e) Should no penalties be imposed during the duration of the contract, the Employer shall refund the full value of the Local Content Retention Amount to the Contractor at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the Employer may have in law, the Contractor shall forfeit the Local Content Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

Non-compliance Penalty Certificate:

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

Payment of Non-compliance Penalties:

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

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

SBD 6.2

T2.2-4b: 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Textile, Clothing, Leather and Footwear Sector	100%
• Steel Products and Components for Construction.	100%
• Furniture Products	70%
• Steel Conveyance Pipes, Pipes Fitting and Specials.	100%
• Plastic Pipes,	100%
• Valve Products and Actuators	70%
• Solar Water Heater Components	70%

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

(***Tick applicable box***)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. SIG20030CIDB (HOAC-HO-34780)

ISSUED BY: TRANSNET Freight Rail. ON BEHALF OF TRANSNET SOC LTD

NB

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

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

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

Price of the Designated commodity • Textile, Clothing, Leather and Footwear Sector Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity • Steel Products and Components for Construction Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity • Furniture 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)	70%
Local content %, as calculated in terms of SATS 1286:2011	

FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

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FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Price of the Designated commodity • Steel Conveyance Pipes, Pipes Fitting and Specials Ex Vat		R	FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED
Imported content (x), as calculated in terms of SATS 1286:2011		R	
Stipulated minimum threshold for local content (paragraph 3 above)		100%	
Local content %, as calculated in terms of SATS 1286:2011			
Price of the Designated commodity • Plastic Pipes Ex Vat		R	FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED
Imported content (x), as calculated in terms of SATS 1286:2011		R	
Stipulated minimum threshold for local content (paragraph 3 above)		100%	
Local content %, as calculated in terms of SATS 1286:2011			
Price of the Designated commodity • Valve Products and Actuators Associated Components Ex Vat		R	FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED
Imported content (x), as calculated in terms of SATS 1286:2011		R	
Stipulated minimum threshold for local content (paragraph 3 above)		70%	
Local content %, as calculated in terms of SATS 1286:2011			
Price of the Designated commodity • Solar Water Heater Components) Ex Vat		R	FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED
Imported content (x), as calculated in terms of SATS 1286:2011		R	
Stipulated minimum threshold for local content (paragraph 3 above)		70%	
Local content %, as calculated in terms of SATS 1286:2011			
<p>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.</p> <p>(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.</p> <p>(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).</p> <p>SIGNATURE: _____ DATE: _____</p> <p>WITNESS No. 1 _____ DATE: _____</p> <p>WITNESS No. 2 _____ DATE: _____</p>			

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" WILL RESULT IN THE TENDER SUBMISSION BEING NON-RESPONSIVE AND DISQUALIFIED FROM ANY FURTHER EVALUATION.

Annex C

MANDATORY RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS ANNEXURE C
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)		
(C2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)		
(C3)	Designated product(s)	Furniture Products	70%	
(C4)	Tender Authority:	Transnet Freight Rail		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %	5%		

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
20	Make and install sink with double deck cabinet. Cherry wood melamine with double drop- in -sink and grey granite top and back splash 100mm (wall sides). Build half brick wall at front, back and sides. Provide tile skirting at front to match existing floor tiles. Cabinet to rest on half brick wall. Replace mixer complete with cobra heavy duty, connect to drain. Size of cabinet 2m long. Tile 2 lines above granite with						
30	Supply and fit in flush back hardboard single door complete						
1	Supply and install NU-TECH barge boards and fascia boards						
32	Sand single wooden door frame and apply two coats wood guard timber varnish						
35	Sand wooden door and apply two coats wood guard timber varnish						
38	Remove wooden door and frame. Supply and install heavy duty steel door frame and meranti door FL&B and apply two coats Wood guard timber varnish. Paint steel door frame with Two coats universal undercoat and two coats Pearlglø Lockness code - 3L1-5.						
39	Remove wooden hallow door. Supply and install new wooden hallow door and apply two coats Wood guard timber varnish						
40	Sand and apply two coats Wood guard timber varnish on cupboard						

Tender summary			
Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Calculation of imported content

(D19) Total exempt imported value	R 0
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Calculation of imported content

(D32) Total imported value by tenderer	R 0
--	-----

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

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

D. Other foreign currency payments

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

Signature of tenderer from Annex B

Date: _____

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

SIG20030CIBD (HOAC-HO-34780)

(E2)

Tender description:

Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)

(E3)

Designated products:

Furniture Products

70%

(E4)

Tender Authority:

Transnet Freight Rail

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description Raw Material Items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)	(E8)	
	Make and install sink with double deck cabinet. Cherry wood melamine with double drop- in -sink and grey granite top and back splash 100mm (wall sides). Build half brick wall at front, back and sides. Provide tile skirting at front to match existing floor tiles. Cabinet to rest on half brick wall. Replace mixer complete with cobra heavy duty, connect to drain. Size of cabinet 2m long. Tile 2 lines above granite with			
	Supply and fit in flush back hardboard single door complete			
	Supply and install NU-TECH barge boards and fascia boars			
	Sand single wooden door frame and apply two coats wood guard timber varnish			
	Sand wooden door and apply two coats wood guard timber varnish			
	Remove wooden door and frame. Supply and install heavy duty steel door frame and meranti door FL&B and apply two coats Wood guard timber varnish. Paint steel door frame with Two coats universal undercoat and two coats Pearl glo Lockness code 3L1-5.			
	Remove wooden hallow door. Supply and install new wooden hallow door and apply two coats Wood guard timber varnish			
	Sand and apply two coats Wood guard timber varnish on cupboard			
	(E9) TotalRaw Materials (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:

Annex C

MANDATORY RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS ANNEXURE C
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)		
(C2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)		
(C3)	Designated product(s)	Steel Conveyance Pipes, Pipes Fitting and Specials.	100%	
(C4)	Tender Authority:	Transnet Freight Rail		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %	5%		

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
24	Supply and make shower p-traps-brass deep seal with chrome grid- and shower floor, with individual waste pipe and connect to the sewer.										
26	Supply, Make and install showers with hot and cold water supply, complete with star type under tile stop cocks for hot and cold water supply and all accessories with class 2, 15mm copper pipes chase pipe into walls										
32	Remove all galvanised pipes,supply and install copper pipes for both cold and hot water supplies to basins, kitchens, shows, toilets etc, including main supply on the outside NB- Complete re-plumbing										
34	Supply, install and Provide water point 15 mm Φ (Copper) to inside of the building include all fittings and pipe include accessories i.e. stopcocks etc.										
35	Supply and fit 50mm PVC waste drainage pipes complete with all fittings and consumables										

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)				Note: VAT to be excluded from all calculations
(D2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)				
(D3)	Designated Products:	Steel Conveyance Pipes, Pipes Fitting and Specials.	100%			
(D4)	Tender Authority:	Transnet Freight Rail				
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula			GBP	

A. Exempted imported content

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

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

Signature of tenderer from Annex B

Date:

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

SIG20030CIBD (HOAC-HO-34780)

(E2)

Tender description:

Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Komatipoort)

(E3)

Designated products:

Steel Conveyance Pipes, Pipes Fitting and Specials.

100%

(E4)

Tender Authority:

Transnet Freight Rail

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	Supply and make shower p-traps-brass deep seal with chrome grid- and shower floor, with individual waste pipe and connect to the sewer.			
	Supply, Make and install showers with hot and cold water supply, complete with star type under tile stop cocks for hot and cold water supply and all accessories with class 2, 15mm copper pipes chase pipe into walls			
	Remove all galvanised pipes,supply and install copper pipes for both cold and hot water supplies to basins, kitchens, shows, toilets etc, including main supply on the outside NB-Complete re-plumbing			
	Supply, install and Provide water point 15 mm Φ (Copper) to inside of the building include all fittings and pipe include accessories i.e. stopcocks etc.			
	Supply and fit 50mm PVC waste drainage pipes complete with all fittings and consumables			
	(E9) TotalRaw Materials (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:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIG20030CIDB (HOAC-HO-34780)				Note: VAT to be excluded from all calculations
(D2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koesdoespoort)				
(D3)	Designated Products:	Steel Products and Components for Construction.	100%			
(D4)	Tender Authority:	Transnet Freight Rail				
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula			GBP	

A. Exempted imported content

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

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

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

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

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

Summary of payments
Local value of payments
(D51)

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

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	SIG20030CIBD (HOAC-HO-34780)		Note: VAT to be excluded from all calculations
(E2) Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koesdoespoort)		
(E3) Designated products:	Steel Products and Components for Construction.	100%	
(E4) Tender Authority:	Transnet Freight Rail		
(E5) Tendering Entity name:			

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	Supply and fit three stainless steel roll lockable toilet paper dispenser attached to wall in toilet.			
	Supply and install white Chromadecontinuous gutters 125x80mm complete with 8matching down pipes			
	Supply and install assert number. Chromadek plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl			
	Supply and install REF 193 Mesh wire			
	Remove existing ceiling complete, Supply and install Don Shield SUSPENDE ceiling complete with all Fittings, use flat steel strips as hangers			
	(E9) TotalRaw Materials (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: _____

Annex C

MANDATORY RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS ANNEXURE C
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)					
(C2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koesdoespoort)					
(C3)	Designated product(s)	Steel Products and Components for Construction.				100%	
(C4)	Tender Authority:	Transnet Freight Rail					
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %	5%					

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
10	Supply and fit three stainless steel roll lockable toilet paper dispenser attached to wall in toilet.										
5	Supply and install white Chromadecontinuous gutters 125x80mm complete with 8matching down pipes										
9	Supply and install assert number. Chromadek plate 300mm longx60mm high. Arial black 40mm high. Royal blue vinyl										
8	Supply and install REF 193 Mesh wire										
27	Remove existing ceiling complete, Supply and install Don Shield SUSPENDED ceiling complete with all Fittings, use flat steel strips as hangers										

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Annex C

MANDATORY RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE & SIGN THIS ANNEXURE C
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)					
(C2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)					
(C3)	Designated product(s)	Textile, Clothing, Leather and Footwear Sector				100%	
(C4)	Tender Authority:	Transnet Freight Rail					
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %	5%					

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
6	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (0.974wide*0.881drop) 18 windows.						
11	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (1000wide*1500mmdrop) 27 windows						
12	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (1500wide*1500mmdrop) 4 windows.						
13	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (2000wide*1500mmdrop) 34 windows.						

Tender summary			
Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)		Note: VAT to be excluded from all calculations	
(D2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)			
(D3)	Designated Products:	• Textile, Clothing, Leather and Footwear Sector	100%		
(D4)	Tender Authority:	Transnet Freight Rail			
(D5)	Tendering Entity name:				
(D6)	Tender Exchange Rate:	Pula		GBP	

A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

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

D. Other foreign currency payments

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

Signature of tenderer from Annex B

Date: _____

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SIG20030CIBD (HOAC-HO-34780)		Note: VAT to be excluded from all calculations
(E2)	Tender description:	Renovation of Main General Buildings (GB CIBD) at various Transnet Freight Rail Depots across Eastern Region for a period of 06 Months.(Koedoespoort)		
(E3)	Designated products:	• Textile, Clothing, Leather and Footwear Sector	100%	
(E4)	Tender Authority:	Transnet Freight Rail		
(E5)	Tendering Entity name:			

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (0.974wide*0.881drop) 18 windows.			
	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (1000wide*1500mmdrop) 27 windows			
	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (1500wide*1500mmdrop) 4 windows.			
	Supply and Fit new fabric vertical blinds colour – Plain Fawn with aluminium top rail. (2000wide*1500mmdrop) 34 windows.			
	(E9) TotalRaw Materials (Goods, Services and Works)			R 0

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

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

T2.2-5: Risk Management Plans

Business Continuity Plan

Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards

The following criteria to be included:

- Emergency operating procedures
- Business continuity invocation action
- Project recovery resources
- Business / Supplier contact list
- Emergency contacts

Business Impact Analysis

The following criteria to be included:

- Identification of critical processes within the project
- Recovery Time Objective in case of any interruption that may arise
- Recovery Strategy: how will the supplier recover
- Operational dependencies e.g.: Operational equipment's, telephones etc. needed to ensure continuity
- Alternative supply of equipment and / or supply of extra staff
- Battle box (It comprises of all necessary documentation, equipment's required for continuity)

Risk Assessment for the Project/Operational Risks

The identified Risks should be based on the scope of works

- *Identification of risks of service interruption during the project*
- *Risk analysis methodology*
- *Ranking of the Risks*
- *Mitigation of the identified risks*
- *Responsible person*

T2.2-5a: Risk Element

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

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

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

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



T2.2-6: Evaluation Schedule: Environmental Management

The tenderer must provide an environmental management plan describing:-

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

The following documents are key -

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

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

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

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

Attached submissions to this schedule:

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

T2.2-7: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor