Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West.

---

Transnet Capital Projects a specialist unit of

Transnet SOC Ltd
Registration Number 1990/000900/30

Request for the Proposal for:

The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West.

Enquiry Number 3426002-Y009
Issue Date 10 November 2017
Closing Date 21 November 2017
Closing Time 12h00 PM
Bid Validity Period 12 Working Weeks from Closing Date
Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West
SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

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].

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>The office of the Secretariat, National Acquisition Council 26th Floor Carlton Centre Office Towers 150 Commissioner Street Johannesburg</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Refer to “formal briefing” Paragraph 2 for details.</td>
</tr>
</tbody>
</table>
| CLOSING DATE | 12:00 PM on Tuesday, 21 November 2017  
Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration. |
| VALIDITY PERIOD | 12 Working Weeks from Closing Date  
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. |

2. FORMAL BRIEFING

Not Applicable

3. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Capital Projects Acquisition Council  
RFP No: 3426002-Y009  
Description: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

Closing date and time: Tuesday, 21 November 2017 at 12:00
Closing address:  
TRANSNET GROUP CAPITAL  
26th FLOOR, CARLTON CENTRE  
TRANSNET GROUP CAPITAL TENDER BOX  
OFFICE BLOCK FOYER  
150 COMMISSIONER STREET  
JOHANNESBURG 2001
TRANSEN GROUP CAPITAL  
Enquiry Number: 3426002-Y009  
Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West  

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Entrance Foyer 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, Johannesburg, 2001 and must be addressed as follows:

THE SECRETARIAT 
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL 
26th FLOOR, CARLTON CENTRE 
TRANSNET CAPITAL PROJECTS TENDER BOX 
OFFICE BLOCK FOYER 
150 COMMISSIONER STREET 
JOHANNESBURG 2001

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 3 above.

4.2 Dispatch by courier

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

THE SECRETARIAT 
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL 
26TH FLOOR, CARLTON CENTRE 
OFFICE BLOCK 
150 COMMISSIONER STREET 
JOHANNESBURG 2001

4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.

4.4 No email or faxed tenders will be considered, unless otherwise stated herein.

4.5 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.

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

5. National Treasury’s Central Supplier Database

7.1. Tenderers 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
Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

FAX TO: Transnet Capital Projects Project No.: 3426002
Attention: Nnemo Pyana Tender No.: 3426002-Y009
Email: nnemo.pyana@transnet.net Closing 21 November 2017

For: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

We: Do wish to tender for the work and shall return our tender by the due date above
Do not wish to tender on this occasion and herewith return all your documents received

Check
Yes ☐
Yes ☐

REASON FOR NOT TENDERING:

________________________
________________________
________________________

COMPANY’S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

________________________
________________________
________________________

SIGNATURE: ____________________

TITLE: ________________________
T1.2 Tender Data (Alternative Method 2)


This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The <em>Employer</em> is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the <em>Employer</em> comprise:</td>
</tr>
<tr>
<td></td>
<td><strong>Part T: The Tender</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
</tbody>
</table>

**Part C: The contract**

March 2015
Part C1: Agreements and contract

C.1.1 Form of offer and acceptance data
C.1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C.2.1 Pricing instructions
C.2.2 Activity Schedule

Part C3: Scope of work

C.3 Scope of Services

Part C4: Site information

C.4 Site information

F.1.4 The Employer’s agent is: Regional Procurement Manager

Name: Matsietsi Ramalitsi

Address: 150 Commissioner Street

Tel No. 011 308 1682

E – mail Matsietsi.ramalitsi@transnet.net

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

1. Tenderers will only be considered if:
   a) The Tender materially comply with the scope / specifications of the Tender.
   b) The Tender contains a priced offer.

2. Pre-Qualifying Quality (Functionality) Criteria
   Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold of 70 will result in the tender being disqualified and removed from further consideration.

   Transnet reserves the right to lower the threshold from 70 to 60 should there be no bidder who attain 70 as stipulated.

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original only.

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

March 2015
Location of tender box: In the lift foyer of the 26th Floor, Carlton Centre Office Block (TRANSNET GROUP CAPITAL)

Physical address: 150 Commissioner Street, Johannesburg.

Identification details: The tender documents must be submitted labelled with:
- Name of Tenderer:
- Contact person and details:
- The Tender Number: 3426002-Y009

The Tender Description: The Provision of Environmental Professional Services for a Basic Assessment and Water use Licence application for the Construction of Boshoek Loop, North West

Documents must be marked for the attention of: The Procurement Officer, Nnemo Pyana

Prior arrangement on the submittal of large tender documents should be made with the Procurement Officer at the following email: nnemo.pyana@transnet.net.

NO LATE TENDERS WILL BE ACCEPTED

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

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is 12 weeks

F.2.23 The tenderer is required to submit with his tender:
1. An original valid Tax Clearance Certificate issued by the South African Revenue Services. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer's compliance status;
2. A valid certified SANAS or IRBA B-BBEE accreditation certificate, and
3. A valid letter of good standing with the Workmen's Compensation Fund
Note: Refer to Section T2.1 for List of Returnable Documents

F.3.11.3 The procedure for the evaluation of responsive tenders is CIDB Method 2 with Pre-Qualifying Quality (Functionality) criteria.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of \( W_1 \) is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value that equals or is less than R 50,000 000.00

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, Transnet reserves the right to award no points and/or declare the tender void. Transnet also 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. Tenderers with no accreditation will score zero points for preferencing.

F.3.13 Tender offers will only be accepted if:

a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderer's compliance status;

b) 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;

c) the tenderer does not appear on Transnet list for restricted tenderers;

d) 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 are permitted to submit tenders or participate in the contract;

e) the tenderer is registered and in good standing with the compensation fund or with a
licenced compensation insurer;

f) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

g) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.1 List of Returnable Documents

1. Returnable Schedules

   T2.2-3 Risk Elements
   T2.2-8 Proposed Sub-consultants
   T2.2-14 Authority to submit tender
   T2.2-16 Record of addenda to tender documents
   T2.2-17 Compulsory Enterprise Questionnaire
   T2.2-31 Supplier Integrity Pact
   T2.2-32 Unilateral Non-Disclosure Agreement
   T2.2-34 Supplier Declaration Form
   T2.2-36 RFP Declaration Form
   T2.2-38 RFP Declaration of Understanding
   T2.2-43 RFP Breach of Law
   T2.2-50 B-BBEE Preference Points Claim Form
   T2.2-51 Cert of Acquaintance

Evaluation Schedules:

   T2.2-2 Evaluation Schedule: Programme
   T2.2-7 Evaluation Schedule: Management & CV's of Key Persons
   T2.2-25 Evaluation Schedule: Previous Experience

2. C1.1: Offer portion of Form of Offer & Acceptance

3. C1.2: Contract Data Part 2: Data by Consultant

4. C2.2: Activity Schedule
T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.

Notwithstanding this information, all costs related to risk elements which are at the Consultant’s risk are deemed to be included in the tenderer’s offered total of the Prices.

Signed ____________________________ Date ____________________________
Name ____________________________ Position ____________________________
Tenderer ____________________________
T2.2-8: Schedule of Proposed Sub consultants

We notify you that it is our intention to employ the following sub consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<table>
<thead>
<tr>
<th>Name and address of proposed Sub Consultant</th>
<th>Nature and extent of work</th>
<th>Previous experience with Sub Consultant</th>
<th>B-BBEE Level Certificates to be attached</th>
<th>Value of subcontracted Work (excl. 14% Vat)</th>
<th>% Ownership Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer

March 2015
T2.2-14: 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.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
</table>

A. Certificate for Company

I, ____________________________, chairperson of the board of directors of ____________________________, 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

D. Certificate for Sole Proprietor

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

Signed ________________________ Date ________________________

Name ________________________ Position Sole Proprietor
T2.2-16: Record of Addenda to Tender Documents

We 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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<td>9</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed ____________________________ Date ____________________________

Name ____________________________ Position ____________________________

Tenderer ____________________________
T2.2-17: 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: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Section 5: Particulars of companies and close corporations

Company registration number ...........................................................

Close corporation number ..............................................................

Tax reference number .................................................................

-------------------------------
Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- [ ] a member of any municipal council
- [ ] a member of any provincial legislature
- [ ] a member of the National Assembly or the National Council of Province
- [ ] a member of the board of directors of any municipal entity
- [ ] an official of any municipality or municipal entity
- [ ] an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- [ ] a member of an accounting authority of any national or provincial public entity
- [ ] an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
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</tr>
</tbody>
</table>

*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal
title
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within last 12 months</td>
</tr>
</tbody>
</table>

*insert separate page if necessary
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name
T2.2-31 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

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

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

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

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

1 OBJECTIVES

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

   a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

   b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

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

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.
3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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

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

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

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

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

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

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

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

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

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

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

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSEN'TS LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor’s requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Tenderer / Service Provider; and

f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

a) Private gain or advancement; or

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

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

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

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

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

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

11 **EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
   a) Examine the financial records, documentation and or electronic date of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 **DISPUTE RESOLUTION**

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

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

13 **GENERAL**

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

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall adhere by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.
T2.2-32: Unilateral Non-Disclosure Agreement

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

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

Transnet SOC Ltd (Registration No. 1990/000900/06), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, Gauteng, Republic of South Africa,
hereinafter referred to as the "disclosing party"

and

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

"hereinafter referred to as the "receiving party."

1. Purpose

The parties to this Agreement have a business relationship under which the disclosing party may provide its Confidential Information to the receiving party for the purpose of The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West. The receiving party shall treat as confidential all information and know-how which it may receive from the disclosing party in terms of this Agreement (hereinafter referred to as "Confidential Information"), and shall not divulge to any other party in any circumstances any such Confidential Information, and, in particular, any such Confidential Information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.
2. Definition

"Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;

3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or

3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

4.1. The receiving party to this Agreement agrees not to use the Confidential Information disclosed to it by the disclosing party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. The receiving party will not disclose any Confidential Information of the disclosing party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. The receiving party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the disclosing party is disclosed or who have access to Confidential Information of the receiving party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. The receiving party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the disclosing party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of such Confidential Information of the disclosing party which may come to its attention.
5. **Promotion of Access to Information Act, No.2 of 2000**

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party, in writing, to be Confidential Information, shall be deemed to be Confidential Information.

5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives a request for the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

5.3. Subject to the provisions of sub-clause 5.4 below, the disclosure of Confidential Information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

5.4. The receiving party acknowledges that the provisions of sub-clause 5.3 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the Confidential Information in terms of Act No.2 of 2000.

6. **Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary’s business, provided that such solicitation is not directed specifically to employees of the other party.

7. **Mandatory Disclosure**

In the event that the receiving party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt notice so that the disclosing party may seek a protective order or other appropriate relief. In the event
that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to the receiving party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant the receiving party any rights in or to the disclosing party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

The disclosing party makes no representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder and shall have no liability to the receiving party arising from, or related to the use of Confidential Information provided hereunder.

The foregoing commitments of the parties in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

11. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that the Confidential Information disclosed under this Confidentiality Agreement may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.
13. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

14. Remedies

The receiving party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party and its business, and expressly agrees that monetary damages may be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, the receiving party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed  Date

Name  Position

Tenderer
T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

THE FINANCIAL DIRECTOR OR COMPANY SECRETARY OR OWNER/TRUSTEE/PARTNER, ETC.:

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
c) Certified copy of Identity document of Shareholders / Directors / Members / Owner (s) (where applicable)
d) Certified copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)
e) Certified copies of the company's shareholding director's portfolio
f) A letter with the company's letterhead confirming physical and postal addresses as well as contact details
g) Original copy of SARS Tax Clearance certificate and certified copy of VAT registration certificate (where VAT registered)
h) If your business entity is not registered for VAT, please submit an original Affidavit (refer to further details on the SDF
i) A valid and original B-BBEE verification certificate / sworn affidavit or certified copy thereof meeting the requirement for B-BBEE compliance as required by the B-BBEE Codes of Good Practice
j) A certified letter signed by a physician confirming the disability, where applicable
k) Certified (valid) IRP 30 exemption certificate (Labour Brokers), where applicable
l) A certified copy of a recent months EMP 201 form where applicable
m) A certified declaration that more than 2 employees are on a full time basis employed – refer to the SDF for further information in this regard

Failure to submit the above documentation will delay the vendor creation process.

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

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

Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products

Transnet is expecting from its supplier's to timeously renew their Tax Clearance and B-BBEE certificates annually. Failure in doing so will result in the blocking of vendor accounts of non-compliant suppliers.
# Supplier Declaration Form

**Company Trading Name**

**Company Registered Name**

**Did your company previously operate under another name?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>(a) Trading Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(b) Registered Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(c) Company Registration No Or ID No If a Sole Proprietor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(d) Form of entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
</table>

**Please indicate your current company’s VAT Registration status into (a), (b) and (c) below:**

**Bank Name / Branch Code**

**Bank Account Number**

**Company Physical Address**

**Company Postal Address**

**Company Telephone number**

**Company Fax Number**

**Company E-Mail Address**

**Company Website Address**

**Company Contact Person Name**

**Designation**

**Telephone**

**Email**

**Most recent Financial Year’s Annual Turnover**

<table>
<thead>
<tr>
<th>&lt;R1 Million</th>
<th>R1-R10 Million</th>
<th>R10-R50 Million</th>
<th>&gt;R50 Million</th>
</tr>
</thead>
</table>

**Is your company a Labour Broker?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Main Product / Service Supplied e.g. Stationery / Consulting etc.**

**How many personnel does the business enterprise employ?**

<table>
<thead>
<tr>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

**Please Note:** Should your business enterprise employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit (Appendix II) as per attached example.
**BBBEE Ownership Details**

<table>
<thead>
<tr>
<th>Does your company have a valid BBBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your broad based BEE status (Level 1 to 9 / Unknown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Majority Race of Ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black Ownership</td>
<td>% Black women ownership</td>
<td>% Black Disabled person(s) ownership</td>
</tr>
<tr>
<td>Transnet B-BBEE Department</td>
<td>Contact Person</td>
<td>Contact number</td>
</tr>
</tbody>
</table>

**Duly Authorised To Sign For And On Behalf Of Firm / Organisation**

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Stamp And Signature Of Commissioner Of Oath**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Telephone No</td>
</tr>
</tbody>
</table>
Internal Transnet Departmental Questionnaire (For Office Use Only)

<table>
<thead>
<tr>
<th>Company Trading Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Registered Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TFR</th>
<th>TFR RME</th>
<th>TE</th>
<th>TPT</th>
<th>TPL</th>
<th>TNPA</th>
<th>TRN PROP</th>
<th>TRN TCC</th>
<th>TRN FOUN</th>
<th>TRN TCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create</td>
<td>Amend</td>
<td>Block</td>
<td>Unblock</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extend</td>
<td>Delete</td>
<td>Undelete</td>
<td>Once-Off / Emergency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please indicate whether the Supplier has a contract with sourcing Transnet OD?

Yes | No

If yes, please submit a copy of the adjudication document / Signed-off comparative schedule

PLEASE NOTE THAT PARAGRAPHS (A) TO (C) TO BE COMPLETED BY THE TRANSEN T REQUESTING/SOURCING DEPARTMENT – THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARD ED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL

(a) What is being procured from the supplier?

| i. Products Only | Yes | No |
| ii. Services Only | Yes | No |
| iii. Labour Only | Yes | No |
| iv. Mix of Products and Services | Yes | No |
| v. Mix of Services and Labour | Yes | No |

(b) If your answer is YES to any one of the questions in paragraph (a) ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the TAX Withholding Procedures. Where necessary you may approach your Operating Division’s Procurement Department for guidance in this regard. Details of the appropriate Transnet Decision Making Body such as a Cross Functional Sourcing Team, should be indicated below – a copy of the signed-off Document by the mentioned Decision Making Body, and should also be attached.

<table>
<thead>
<tr>
<th>Type</th>
<th>Deduct Tax</th>
<th>If Tax should be deducted (Indicate % to be deducted)</th>
<th>Department Responsible for Payment (PROCUREMENT OR *PAYROLL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Labour broker without IRP30 exemption certificate | Yes/No |
Labour broker with IRP30 exemption certificate | Yes/No |
Personal Service Provider | Yes/No |
Independent Contractor | Yes/No |

None of the above apply, state reason

If PAYE to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared in rendering services to Transnet on the PAYE conditions. (Please attached a copy of the written communication)

If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.
CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed Vendor CREATION/VENDOR DETAILS UPDATE

<table>
<thead>
<tr>
<th>Vendor Approval Official’s Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Designation</td>
</tr>
<tr>
<td>Tel No</td>
<td>Fax No</td>
</tr>
</tbody>
</table>

**A. Internal Document Checklist**

<table>
<thead>
<tr>
<th>Document List</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Complete Supplier Declaration Form (SDF)</td>
<td></td>
</tr>
<tr>
<td>2) Verification of banking details: Original cancelled cheque or Letter from the bank (with bank stamp)</td>
<td></td>
</tr>
<tr>
<td>3) Certified copy of identity document of Shareholders / Directors / Members / Youth / Disabled persons owned</td>
<td></td>
</tr>
<tr>
<td>4) A certified letter signed by a physician confirming the disability.</td>
<td></td>
</tr>
<tr>
<td>5) <strong>Certified</strong> copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)</td>
<td></td>
</tr>
<tr>
<td>6) Certified copy of share certificates of Shareholders</td>
<td></td>
</tr>
<tr>
<td>7) A letter with the company’s letterhead confirming physical and postal addresses</td>
<td></td>
</tr>
<tr>
<td>8) Original or certified copy of a valid SARS Tax Clearance certificate or Original or certified copy of a valid IRP 30 exemption certificate or Sworn affidavit (Appendix I)</td>
<td></td>
</tr>
<tr>
<td>9) Confirmation of most recent annual turnover</td>
<td></td>
</tr>
<tr>
<td>10) Original or certified copy of a letter from the Auditor / Accountant; AND / OR B-BBEE certificate and detailed scorecard from Accredited rating agency (SANAS)</td>
<td></td>
</tr>
<tr>
<td>11) A copy of a recent months EMP 201 form</td>
<td></td>
</tr>
<tr>
<td>12) Declaration that at least 3 employees are on a full time basis (Appendix II)</td>
<td></td>
</tr>
<tr>
<td>13) Declaration in terms of 80% of income</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

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

ADDRESS:

______________________________

______________________________

Indicate nature of relationship with Transnet:

______________________________

______________________________

______________________________

March 2015

Page 1 of 2

Part T2: Returnable Schedules

T2.2-36: TENDER Declaration Form
[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at ___________________________ on this _______ day of ___________________ 20____

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>____________</td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-36: TENDER DECLARATION FORM

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4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

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

ADDRESS:

__________________________________________

__________________________________________

__________________________________________

Indicate nature of relationship with Transnet:

__________________________________________

__________________________________________

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

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

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SIGNED at ______________________ on this _____ day of _____________ 20___

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________</td>
<td></td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>

| Date: | |
|-------| |
| Place: | |
T2.2-38 : DECLARATION OF UNDERSTANDING

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DOCUMENT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>CONTRACT NO:</td>
</tr>
</tbody>
</table>

I,

(Name)  (Designation)

(Representing)

Declare that I have read and understand the contents of the Construction Environmental Management Plan (ENV-STD-001 Rev02) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness 1:</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Witness 2:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
T2.2-43: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: ____________________________

I / We ____________________________ do hereby certify that

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

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

NATURE OF BREACH:

________________________________________

________________________________________

DATE OF BREACH: ____________________________

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

SIGNED at ____________________________ on this ___ day of _____________ 20___

________________________________________

SIGNATURE OF WITNESS

________________________________________

SIGNATURE OF RESPONDENT

March 2015
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50m (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

1.2 The value of this bid is estimated to be less that R50m (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] 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 bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(i) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(j) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

(o) "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(q) "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;

(r) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in
order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
3.3 Points scored must be rounded off to the nearest 2 decimal places.
3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE
4.1 THE 80/20
A maximum of 80 points is allocated for price on the following basis:

\[ P_{s} = 80 \left( 1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where
- \( P_{s} \) = Points scored for comparative price of bid under consideration
- \( P_{t} \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION
5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

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

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

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

6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 **B-BBEE Status Level of Contribution:** 

     \[ \text{Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.} \]

   (maximum of 20)
8. **SUB-CONTRACTING**

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

*(Tick applicable box)*

[ ] YES  [ ] NO

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .................................%

ii) The name of the sub-contractor: ........................................................................

iii) The B-BBEE status level of the sub-contractor: ....................................................

iv) Whether the sub-contractor is an EME.

*(Tick applicable box)*

[ ] YES  [ ] NO

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

9.1 Name of company/firm: ....................................................................................

9.2 VAT registration number: ..................................................................................

9.3 Company registration number: ..........................................................................

9.4 TYPE OF COMPANY/ FIRM

[ ] Partnership/Joint Venture / Consortium

[ ] One person business/sole propriety

[ ] Close corporation

[ ] Company

[ ] (Pty) Limited

*[Tick applicable box]*

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

9.6 COMPANY CLASSIFICATION

[ ] Manufacturer

[ ] Supplier

[ ] Professional service provider

[ ] Other service providers, e.g. transporter, etc.

*[Tick applicable box]*

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of
the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

   (a) disqualify the person from the bidding process;

   (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

   (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

   (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

   (e) forward the matter for criminal prosecution.

WITNESSES

1. ........................................

2. ........................................

ADDRESS........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ........................................

........................................
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Tender.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this Tender invitation;
   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where Services will be rendered [market allocation]
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a Tender;
   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
   f) Tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

SIGNED at ___________________________ on this _______ day of ________________________20____

__________________________________________  ________________________________

SIGNATURE OF WITNESS
T2.2-2: Evaluation Schedule: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer. The Tenderer’s attention is drawn to core clause 31 of the NEC3 Professional Services Contract regarding the items to be shown on a programme.

For clarity the tenderer shall also note the following:

- Completeness and quality of the proposed indicative programme.

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Start date</th>
<th>Finish date</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

**Scoring will be as follows:**

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tenderer has not submitted the required information/ cannot be rated.</td>
</tr>
<tr>
<td>20</td>
<td>Tenderer has demonstrated no knowledge in relation to programme development.</td>
</tr>
<tr>
<td>40</td>
<td>Tenderer’s submitted programme shows limited suitability and capacity to meet the project requirements</td>
</tr>
</tbody>
</table>
| 60    | Tenderer has demonstrated reasonable knowledge in the development of:  
1. Milestone dates (All task considered as per requirements of EIA Regulations of 2014 as amended)  
2. All activities logically tied using critical path method  
3. All activity durations reflected and aligned with client's contracts duration and measured in days. |
| 80    | Tenderer has demonstrated good knowledge in the development of:  
1. Milestone dates (All task considered as per requirements of EIA Regulations of 2014 as amended)  
2. All activities logically tied using critical path method  
3. All activity durations reflected and aligned with client's expectations and measured in days.  
Programme has float to accommodates potential project risks |
| 100   | Tenderer has demonstrated exceptional knowledge in the development of:  
1. Milestone dates (All task considered as per requirements of EIA Regulations of 2014 as amended by)  
2. All activities logically tied using critical path method  
3. All activity durations reflected and exceed client’s expectations and measured in days.  
4. Programme has float to accommodates potential project risks |
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer
## T2.2-7: Management & CV's of Key Persons: Pre – Qualifying Quality (Functionality) Criteria

Please describe the management arrangements for the services.

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

1. Bidder to provide a clear Organogram indicating key team members and specialists, accompanied by their CVs indicating qualifications and relevant experience.

The scoring will be as follows:

<table>
<thead>
<tr>
<th>No Response (Score 0)</th>
<th>Bidder has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>Bidder has submitted incomplete list of key personnel. Generally with 0 years' experience with no relevant qualifications</td>
</tr>
</tbody>
</table>
| Poor (score 40) | Key personnel including:  
  - Project Manager  
  - EAP  
  - Specialists  
  - Generally with less than 3 years’ experience with relevant qualifications. |
| Satisfactory (score 60) | Key personnel including:  
  - Project Manager  
  - EAP  
  - Specialists  
  - Generally with 3-5 years’ experience with relevant qualifications. |
| Good (score 80) | Key personnel including:  
  1. Project Manager  
  2. EAP  
  3. Specialists  
  Generally with 5-8 years’ experience with relevant qualifications. |
| Very good (score 100) | Key personnel including:  
  1. Project Manager  
  2. EAP  
  3. Specialists  
  Generally with 8 years’ and more experience with relevant qualifications. |
Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

<table>
<thead>
<tr>
<th>Attached submissions to this schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Signed ______________________ Date ______________________

Name ______________________ Position ______________________

Tenderer ______________________
T2.2-25: Previous Experience: Pre – Qualifying Quality: Pre – Qualifying Quality (Functionality) Criteria

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

Previous Experience

- Experience and track record of the bidder with respect to the EIA processes and WUL (list of projects including brief description of services provided, capital value of infrastructure and client reference details. If any of these requirements are not included in the list, the project will not be considered).

Where regards to previous experience, a tender who has completed similar value or high has a capacity to handle this project.

The scoring will be as follows:

<table>
<thead>
<tr>
<th>No Response (Score 0)</th>
<th>Bidder has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Acceptable (Score 20)</td>
<td>Bidder has not completed any similar project (EIAs and/or WUL).</td>
</tr>
<tr>
<td>Poor (score 40)</td>
<td>Bidder has provided a list indicating successful completion of less than 3 similar Projects (EIAs and/or WUL).</td>
</tr>
<tr>
<td>Satisfactory (score 60)</td>
<td>Bidder has provided a list indicating successful completion of 3-5 similar Projects (EIAs and/or WUL)</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Bidder has provided a list indicating successful completion of 3-5 EIAs &amp; WUL (EIAs and/or WUL relating to railway or bulk infrastructure).</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Bidder has provided a list indicating successful completion of more than 5 similar Projects (EIAs and/or WUL relating to railway or bulk infrastructure).</td>
</tr>
</tbody>
</table>
Index of documentation attached to this schedule:


Signed

Date

Name

Position

Tenderer
C1.1 Form of Offer & Acceptance

Offer

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

The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

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

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

| The offered total of the Prices exclusive of VAT is | R |
| Value Added Tax @ 14% is | R |
| The offered total of the Prices inclusive of VAT is | R |

(in words)

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

Signature(s) ____________________________________________________________ ____________________________________________________________
Name(s) ________________________________ ________________________________
Capacity ____________________________________________________________________ ____________________________________________________________________
For the Tenderer: ____________________________________________________________________ ____________________________________________________________________
Name & signature of witness ____________________________________________________________
Tenderer's CIDB registration number: ____________________________________________

Date

March 2015
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 Consultant the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer:

Transnet SOC Ltd
150 Commissioner Street
Carlton Centre
Johannesburg

Name & signature of witness

Date

March 2015
TRANSEN GROUP CAPITAL
Enquiry Number: 3426002-Y009
Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

### Schedule of Deviations

**Note:**

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**For the Tenderer:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
</tr>
</thead>
</table>

**Capacity**

| | |

**On behalf of**

| Name & signature of witness |

**Date**

---

**For the Employer:**

<table>
<thead>
<tr>
<th>Transnet SOC Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td>Carlton Centre</td>
</tr>
<tr>
<td>Johannesburg</td>
</tr>
</tbody>
</table>

March 2015
C1.2 Contract Data
Part one - Data provided by the *Employer*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option</td>
<td>A: Priced contract with activity schedule</td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X2: Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X7: Delay damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X10: <em>Employer's Agent</em></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18: <em>Limitation of liability</em></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)²</td>
<td>Z: <em>Additional conditions of contract</em></td>
</tr>
<tr>
<td>10.1</td>
<td><strong>The Employer is (Name):</strong></td>
<td>Transnet SOC Ltd</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Registered address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Carlton Centre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150 Commissioner Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2001</td>
</tr>
<tr>
<td></td>
<td>Having elected its Contractual Address for the purposes of this contract as:</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40th Floor - Carlton Centre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150 Commissioner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2001</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Postal Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>P O Box 1048</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Johannesburg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2001</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>(011) 308-4700</td>
</tr>
</tbody>
</table>

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
**Fax No.**  (011) 308-1382

| 11.2(9) | The *services* are The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West |
| 11.2(10) | The following matters will be included in the Risk Register None identified at the contract date |
| 11.2(11) | The Scope is in Part C3.1: The Scope of the Contract Document |
| 12.2 | The *law of the contract* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa. |
| 13.1 | The *language of this contract* is English |
| 13.3 | The *period for reply* is 2 (two) weeks |
| 13.6 | The *period for retention* is 3 (three) years following Completion or earlier termination. |

**3 Time**

| 31.2 | The *starting date* is 01 December 2017 |
| 11.2(3) | The *completion date* for the whole of the services is 30 November 2018 |
| 31.1 | The *Consultant* is to submit a first programme for acceptance within 1 week of the Contract Date. |
| 32.2 | The *Consultant* submits revised programmes at intervals no longer than 2 weeks. |

**4 Quality**

| 40.2 | The quality policy statement and quality plan are provided within 2 (two) weeks of the contract date |
| 41.1 | The defects date is 52 weeks after completion of the services |
5 Payment

| 50.1 The assessment interval is on the 18th (eighteenth) day of each successive month. |
|---|---|
| 50.3 The expenses stated by the Employer are | Item | Amount |
| Economy air fares | Charged at proven costs |
| Car hire not exceeding group B | Charged at proven costs |
| Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent | Charged at proven costs |

| 51.1 The period within which payments are made is | Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received. |
| 51.2 The currency of this contract is the South African Rand (ZAR). |
| 51.5 The interest rate is | the prime lending rate of the Standard Bank of South Africa. |

6 Compensation events

| Compensation events | No additional data required for this section of the conditions of contract. |

7 Rights to material

| Rights to material | No additional data required for this section of the conditions of contract. |

8 Indemnity, insurance and liability

<table>
<thead>
<tr>
<th>81.1 The amounts of insurance and the periods for which the Consultant maintains insurance are</th>
<th>Event Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period following Completion of the whole of the services or earlier termination 52 Weeks</td>
<td></td>
</tr>
</tbody>
</table>

| failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services | Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims |
General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the Consultant deems desirable in respect of each claim, without limit to the number of claims. 0 Weeks

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Consultant arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 5 000 000.
81.1 The Employer provides the following insurances

Professional Indemnity insurance in respect of failure of the Consultant to use the skill and care normally used by Professionals providing services similar to the services

General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant

82.1 The Consultant’s total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

For all matters covered under the Employer’s Professional Indemnity (PI) and General Third Party Liability policies, the Consultant’s liability will be limited to the excesses applicable under the Employer’s Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R2 000 000.00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer’s Professional Indemnity and General Third Party Liability policies the Consultant’s liability will be limited to the final total of the Prices.

9 Termination

No additional data required for this section of the conditions of contract.

10 Data for main Option clause

A Priced contract with activity schedule

21.3 The Consultant prepares forecasts of the total of the expenses at intervals of no longer than

4 weeks.

11 Data for Option W1

W1.1 The Adjudicator is (Name)

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an Adjudicator.

W1.2(3) The Adjudicator nominating body is:

If no Adjudicator nominating body is entered, it is:

the Association of Arbitrators (Southern Africa)
W1.4(2) The tribunal is: 

Arbitration

W1.4(5) The arbitration procedure is 

The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is 

Johannesburg

The person or organisation who will choose an arbitrator 

• if the Parties cannot agree a choice or 
• if the arbitration procedure does not state who selects an arbitrator, is 

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law

X2.1 The law of the project is 

South African Law.

X7 Delay damages

X7.1 Delay damages for late Completion of the whole of the services are 

R 2 500.00 per day

X10 The Employer's Agent

X10.1 The Employer's Agent is 

Name: Edzisani Siphungu

Address 

25th Floor - Carlton Centre 

150 Commissioner 

Johannesburg 

2001

The authority of the Employer's Agent is 

Fully empowered to act on behalf of the Employer for the services covered by the contract

X18 Limitation of liability

X18.1 The Consultant's liability to the Employer for indirect or consequential loss is limited to: 

Total of the Prices (excl VAT)

X18.2 The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to: 

The cost of correcting the defect

X18.3 The end of liability date is 

52 weeks after Completion of the whole of the services.

Additional conditions of contract

1. 52 weeks after Completion of the whole of the services.
The additional conditions of contract are:

Z1 Obligations in respect of Joint Venture Agreements

Z1.1 Insert the additional core clause 27.5

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

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

- Financial requirements for the Joint Venture:
  
  i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z1.2 Insert additional core clause 27.6

27.6. The Consultant shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.

Z2 Additional obligations in respect of Termination
Z2.1 The following will be included under core clause 91.1:
In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and

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

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

Z2.2 Termination Table
The following will be included under core clause 90.2 Termination Table as follows:

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

Z2.3 Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z3 Right Reserved by Transnet to Conduct Vetting through SSA
Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Consultant who has access to National Key Points for the following without limitations:

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

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

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

Z5 Protection of Personal Information Act
The Employer and the Consultant are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
C1.2 Contract Data

Part two - Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN)\(^2\) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 to 159 of the PSC3 Guidance Notes.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The <strong>Consultant</strong> is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>22.1</td>
<td>The <strong>Consultant's key persons</strong> are:</td>
<td></td>
</tr>
<tr>
<td>22.2</td>
<td>1 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>22.3</td>
<td>2 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>Info.</td>
<td>CV’s (and further <strong>key persons</strong> data including CVs) are appended to Tender Schedule entitled T2.2-7 Management and CV’s of Key Persons</td>
<td></td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The <strong>staff rates</strong> are:</td>
<td>name/designation</td>
</tr>
</tbody>
</table>

\(^2\) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009
25.2 The **Employer** provides access to the following persons, places and things

<table>
<thead>
<tr>
<th>access to</th>
<th>access date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

50.3 The **expenses** stated by the **Consultant** are

| item | amount |

---

**A Priced contract with activity schedule**

11.2(14) The **activity schedule** is in

11.2(18) The tendered total of the Prices is (in figures)

(in words), excluding VAT
**PART C2: PRICING DATA**

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>2</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

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

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

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

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

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

1.3.4 The Consultant’s detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
PART C2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>2</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

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

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

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1.3 Measurement and Payment

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1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
PART C2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>3</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

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

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

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

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

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1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity Description</th>
<th>Price of each Activity (Budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consultation with client</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Attendance at Project Inception Meeting</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Comprehensive environmental screening report to determine triggered activities and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>environmental approvals as well as required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>specialist studies</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Authority Consultation</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Presentation, Attendance register and minutes of the pre-application consultation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>meeting with DEA (to be held in Pretoria)</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Presentation, Attendance register and minutes of the pre-application &amp; consultation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>meeting with DWS</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>List of ALL information requirements to complete the applications as required by the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>project, DEA and DWS subsequent pre-application meeting</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Basic Assessment process</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Completed application for an Environmental Authorisation (administrative requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e.g. application forms, obtaining client signatures, printing, submission etc. only)</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Written confirmation of receipt from DEA including file reference number</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Review existing project data</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>GIS Data and Maps for BAR Report</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Draft BAR</td>
<td></td>
</tr>
<tr>
<td>4.6</td>
<td>Boshoek Loop EMPr</td>
<td></td>
</tr>
<tr>
<td>4.10</td>
<td>Final BAR (Comments of public integrated) and proof of submission</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Water Use License</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Risk Assessment (signed off by appropriately qualified scientist) to confirm water use authorisation requirements</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Completed application for a water use license (administrative requirements application forms, obtaining client signatures, printing, submission etc. only)</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Written confirmation of receipt from DWS including file reference number</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>GIS Data and Maps for WULA Report</td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Section 27 Motivation for WUL Report</td>
<td></td>
</tr>
<tr>
<td>5.6</td>
<td>Final WUL report and proof of submission</td>
<td></td>
</tr>
</tbody>
</table>

6. **Public participation Process**

6.1 Development and distribution of Pre-application documents – BID, site notices etc.

6.2 Develop and maintain a comprehensive database of stakeholders

6.3 Announce and advertise the environmental assessment process:

   - **Notice 1** Invitation to Register
   - **Notice 2** Notification of document review and public participation
   - **Notice 3** Notification of DEA’s decision

6.4 Distribution of draft BAR for public review

6.5 Organise and facilitate a public participation meeting (venue, facilitation, presentation etc.)

6.7 Development of Comments and Responses report

6.9 Notification of decision to I&APs

8. **SPECIALIST STUDIES REQUIRED FOR THE BA & WUL**

8.1 Appointment of Specialists (including terms of reference)

8.2 Biodiversity study

8.3 Hydrology and Wetland study (including Delineation PES and EIS)

8.4 Heritage Assessment

9. **Decision**

9.1 Obtain Environmental authorisation (DEA’s decision) and distribute to relevant stakeholders

9.2 Management and close-out of EA appeal (provisional inclusion)
<table>
<thead>
<tr>
<th></th>
<th>Obtain Water-use licence (DWS’s decision) and distribute to relevant stakeholders</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.4</td>
<td>Management and close-out of EA appeal (provisional inclusion)</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td><strong>PROJECT MANAGEMENT &amp; CLIENT LIAISON</strong></td>
</tr>
<tr>
<td>10.1</td>
<td>Minutes of all relevant project meetings, workshops and discussions</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 1</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 2</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 3</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 4</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 5</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 6</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 7</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 8</td>
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<tr>
<td></td>
<td>Monthly Progress Report 9</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 10</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 11</td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Report 12</td>
</tr>
</tbody>
</table>

**TOTAL PRICES OF ACTIVITIES**

*Price(s) to include all disbursements associated with completing the activities*
C3 Scope of Services

1. Scope

The services is for the completion of an environmental authorisation process, in accordance with the National Environmental Management Act 107 of 1998 and, as amended and all relevant regulations promulgated in terms thereof for the proposed construction of a new Loop, North West province—see Figure 1 below.

![Figure 1: Location of a new Boshoek Loop, North West Province.](image)

The proposed environmental authorisation process is a Basic Assessment as outlined in Section 19 - 20 of the Environmental Impact Assessment Regulations GNR 982 of 2014, of the National Environmental Management Act 107 of 1998 (as amended by GNR 326 of 2017). The appointed Consultant will be required to conduct a comprehensive screening exercise to ensure that all triggered listed activities under the 2014 EIA regulations and listing notices (GNR 983, as amended by GNR 327 of 2017; GNR 984 as amended by GNR 325 of 2017 and GNR 985 as amended by
TRANSEN GROUP CAPITAL  
Enquiry Number: 3426002-Y009  
Description of the Services: The provision of Environmental Professional services for a Basic Assessment and Water use Licence application for the construction of Boshoek Loop, North West

GNR 324 of 2017) have been identified and as confirmation that the process to follow is indeed a basic assessment. Following the withdrawal of the previously used Department of Environmental Affairs Basic Assessment Report (BAR) template (see Annexure A), the appointed Consultant is required to develop a BAR compliant with regulation 19 and Appendix 1 of the EIA regulations 2014 as amended.

It is anticipated that the proposed project will also trigger water uses in terms of Section 21 of the National Water Act (NWA), 36 of 1998. The appointed Consultant will also be required to identify other water uses if applicable and subsequently submit a Water Use License Application (WULA) to the Department of Water and Sanitation (DWS). The following water uses is triggered:

- 21 (c): Impeding or diverting the flow of water in a watercourse; and
- 21 (i): Altering the bed, banks, course or characteristics of a watercourse.

The proposed project will require a Heritage Permit terms of Section 34(1) of the National Heritage Resource Act, 25 of 1999. The structures (culverts and bridges) are presumed to be older than 60 years were identified at the proposed project location, therefore it is required that the appointed Consultant verify these structures and obtain a Heritage permit from the competent authority (provincial heritage authority / South African Heritage Resource Authority (SAHRA)).

The appointed Consultant is further expected to scope all other environmental approvals applicable to the proposed project and ensure that these are obtained as part of the EIA process, these include but not limited – environmental authorisations, water use licences, and waste licences.
2. Project Description

The project forms part of the Transnet Waterberg rail corridor expansion programme between Ermelo, located in Mpumalanga Province, and Lephalele, located in the Limpopo Province. The railway line is a key corridor to Transnet for the transportation of various commodities, including coal, chrome, ferrochrome, cement, lime, granite, iron ore, containers and general freight. The construction activities focus specifically on the upgrades required for the coal expansion of the line.

Unlocking the Waterberg area is a key priority in Government’s National Development Plan and has been identified as part of Strategic Infrastructure Projects (SIP 1) by the Presidential Infrastructure Coordinating Commission (PICC). Specifically for coal, expansion in rail capacity was identified as a strategic initiative and received much attention from Government as a key driver for the South African economy. The latest rail capacity demand from coal miners in the Waterberg is informed by mine expansion projects and proposed new mine developments. In line with these strategic priorities for the country, Transnet has developed a programme for expansion of railway infrastructure between Lephalele in the Limpopo province and Pyramid South in Gauteng. The expansions will ultimately feed the heavy haul Coal Line for increased coal exports through the Port of Richards Bay and also deliver coal to several power stations along the existing rail route.

This scope of services will only focus on the expansion of railway lines at Boshoeek Loop located in North West province, South Africa.

2.1. Boshoeek Loop

The scope of the project includes the construction of a new Boshoeek Loop of 1.6km along the railway line (Please see Figure 2 below). The scope covers the construction of track work, required for doubling of the existing line and the expansion of the bridge. The construction of Boshoeek loop is divided into two phases, Phase 1 (Annexure A) which includes the construction of 1,671 km line and phase 2 will be the remaining 500 meters (which will include the expansion of the Bridge). The construction of the new loop will be undertaken within the Transnet servitude, however Transnet will acquire land (lease agreement) for the purpose of stockpiling and site camp establishment. The project scope will entail the following:
Table 1: Boshoek Loop coordinates

<table>
<thead>
<tr>
<th>Description</th>
<th>Km points</th>
<th>DMS Coordinates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start of loop</td>
<td>132.82</td>
<td>Lat -25°30'43.4839&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lon 27°07'11.7180&quot;</td>
</tr>
<tr>
<td>End of loop</td>
<td>134.82</td>
<td>Lat -25°29'51.4338&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lon 27°06'12.0742&quot;</td>
</tr>
</tbody>
</table>

**Civils**

To construct a 1,671 km long loop of 20t axle loading formation layers according to the S410 Specification for Railway Earthworks (March 2006). The new loop is located between Km 132.82 and Km 135.00. The railway line traverse through a fairly flat terrain from Km 132.820 to Km 134.823 and it also passes through an embankment approaching the river bridge at Km 134.970.

**Perway**

- 1,671 km of track comprising of 60kg UIC60 rails on PY sleepers
- To construct 1:20 RH set at Km 159.55.
- To construct a 1:20 LH set at Km 160.95.

**Signalling**

Install a localized remote control system to enable the Train Driver to remotely operate the 1:20 tangential point sets on both sides of the loop; The system uses a radio control to operate the both will be self-normalise and ML Track circuits to detect the train presence.

**Structures**

There are five (5) box culverts which require extension to accommodate the new loop. The culvert openings will be kept unchanged and the length of the culverts will be extended to suit the new loop line.

**Bridge**

The river bridge will be constructed at approximately Km 135.130. The size and shape of the bridge will be similar to the existing one on the main line.
3. Environmental Approval Processes

An internal review of environmental legislation, and more specifically the NEMA EIA Regulations, has identified the following activities that will be triggered. However, the responsibility to ensure that all triggered activities are identified remains with the appointed Consultant.

Table 3: NEMA listed activities that are possibly triggered by construction activities of Boshoek Loop

<table>
<thead>
<tr>
<th>Regulation &amp; activity number</th>
<th>Description of listed activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing Notice 1 (GN R327), Activity 64</td>
<td>The expansion of railway lines, stations or shunting yards where there will be an increased development footprint, excluding- (i) railway lines, shunting yards and railway stations in industrial complexes or zones; (ii) underground railway lines in mines; or</td>
</tr>
<tr>
<td>Regulation &amp; activity number</td>
<td>Description of listed activity</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Listing Notice 1 (GNR R327), Activity 27</td>
<td>The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for: (i) the undertaking of a linear activity; or (ii) maintenance purposes undertaken in accordance with a maintenance management plan.</td>
</tr>
<tr>
<td>Listing Notice 1 (GNR R327), Activity 48</td>
<td>The expansion of (i) infrastructure or structures where the physical footprint is expanded by 100 square metres or more; where such expansion occurs: (a)within a watercourse</td>
</tr>
<tr>
<td>Listing Notice 1 (GNR R327), Activity 19</td>
<td>The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from (i) a watercourse</td>
</tr>
<tr>
<td>Listing Notice 3 (GNR R324), Activity 12(h)(iv)</td>
<td>The clearance of an area of 300 square metres or more of indigenous vegetation except where such clearance of indigenous vegetation is required for maintenance purposes undertaken in accordance with a maintenance management plan. h. North West iv. Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority.</td>
</tr>
</tbody>
</table>
An internal review of the National Water Act (NWA) 36 of 1998 has identified that the following water uses, impeding or diverting and altering the banks of a watercourse, are triggered by the construction of a new loop close to a watercourse (Figure 3). The appointed Consultant remain responsible to identify and confirm triggered water uses.

**Figure 3: Map showing watercourses (wetland & rivers) within close proximity of the Boshoek Loop**

Table 5 shows the different water uses as per Section 21 of the NWA 36 of 1998 that are possibly triggered.

**Table 4: Section 21 water uses of NWA that are possibly triggered by the construction of a new Boshoek Loop and associated works**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 (c)</td>
<td>Impeding or diverting the flow of water in a watercourse</td>
</tr>
<tr>
<td>21 (i)</td>
<td>Altering the bed, banks, course or characteristics of a watercourse</td>
</tr>
</tbody>
</table>
4. Specialist studies

The appointed Consultant will be required to undertake the supporting specialist studies that will be required for the application of the environmental authorisation (through a Basic Assessment) and a Water Use License. As a minimum, the following specialist studies have been identified:

- Hydrological study (including the PES and EIS of water resources and risk assessment as required by the WUL regulations);
- Biodiversity impact assessment (Fauna and Flora);
- Heritage impact assessment.

All spatial information generated as part of the specialist studies and authorisation will be provided to Transnet once the studies have been completed and finalised.

5. Consulting Team Requirements

The team must have personnel who have the following minimum key competencies:

- Environmental impact assessment (EIA);
- Water Use Licence application process;
- Public participation process (PPP); and
- Project management.

6. The Activities

The services that are listed below are generic to the Basic Assessment process. The services have been categorised according to certain project phases. The Consultant shall carry out all the services as listed plus any others which are required, to fulfil all the functions necessary to ensure Transnet receives a decision (whether positive or negative) from the relevant Competent Authorities.
Activity 1: Project Initiation

Services will include but not necessarily be limited to the following main activities:

- Conduct a comprehensive screening exercise to identify any applicable listed activities in the 2014 EIA Regulations (as amended) and required specialist studies;
- Arrange and conduct a pre-application meeting with the Competent Authorities;
- Prepare and submit an application for environmental authorisation under NEMA together with all the prescribed documents to the Department of Environmental Affairs (DEA);
- Review and understand existing project data and information which will be provided by Transnet to the EAP on request;
- Identify project information gaps and list information requirements;
- Project initiation meeting and site visit; and
- Pre-application, i.e. compilation of the BID, placing site notices, etc.

The deliverables include, but not limited to -

- Environmental authorisation application forms and other relevant documents;
- Minutes of all project progress and planning meetings;
- Reports (comments response report);
- All written correspondence with authorities; and
- Project plan and schedule.

Activity 2: Public participation

Carry out a public participation process to comply with section 41 – 44 inclusive of GNR 982 of December 2014 (as amended by GNR 326 of 2017). Services will include but not necessarily be limited to the following main activities:

- Plan, implement and manage all aspects of the public participation programme for all the parts of the Project. This includes keeping a detailed record of all public participation activities, comments received and responses to these in terms of the NEMA Regulations;
- Develop and maintain a comprehensive database of stakeholders as required by the NEMA Regulations. The database shall differentiate clearly with respect to key stakeholders as required by the NEMA Regulations;
Announce and advertise the Basic Assessment process and application for environmental authorisation appropriately, in terms of the requirements of the NEMA Regulations;

Such announcements and advertisements shall include but not necessarily be limited to press releases, a background information document, site notice boards, and letters to stakeholders, telephone calls, e-mail correspondence and information placed on the internet;

Public participation shall be carried out during impact assessment and appeal phases if and when necessary and as required by the NEMA Regulations;

Liaise and consult with the competent authority and other government departments that are relevant to the Project. This includes but is not necessarily limited to DEA, DWS, heritage authorities and appropriate departments within the relevant Municipality;

Where appropriate organise, conduct and record the discussions and inputs received from workshops aimed at the Competent Authority and key stakeholders;

Where appropriate organise and convene appropriate focus group meetings to inform the public of the contents of, the findings and recommendations contained in the Basic Assessment Report (BAR);

Record comments and inputs from stakeholders and draw up a Comments and Response report based on the feedback obtained from stakeholders;

Include the Comments and Response Report in the Draft and Final BAR;

Appropriate distribution of all reports and documentation in compliance with the Regulations and as required by the Competent Authority;

On-going consultation with authorities and the broader stakeholder base throughout the EIA process;

Notification to stakeholders of the decision of the competent authority on the application; and

Handle any appeals in consultation with the Employer, as and when necessary.

The deliverables include, but not limited to -

All requirements of sections 41 to 44 inclusive, of GNR 982 issued in terms of Chapter 6 of the National Environmental Management Act 107 of 1998 (as amended by GNR 327 of 2017):

- Register of I&APs, stakeholders and lead stakeholders;
- Minutes of all relevant project and public meetings, workshops and discussions;
All public documents such as advertisements, background information document; letters, press releases and the like; and

Reports (e.g. comments response report, public participation report, BAR, etc.).

**Activity 3: Environmental impact assessment and WUL**

Carry out environmental impact assessment in terms of sections 19-20 and relevant Appendixes of GNR R982 of December 2014 (Amended by GNR R326 of 2017) and Water Use License application process (in terms of the National Water Act 36 of 1998 and WUL application and appeal regulations, GNR 267 of 2017). The services involved include but are not necessarily limited to:

- Identify and draw up final terms of reference for specialist studies (where necessary);
- Appoint specialists to carry out studies (where necessary);
- Compilation and submission of permits identified as part of specialist studies (where necessary):
  - Heritage permit & Notification of Intent to Develop (NID)
  - Search and rescue
  - Tree removal permit etc.
- Compile and present specialist findings to the Transnet project team;
- Undertake site visits;
- Arrange and conduct integration meetings with specialists;
- Review specialist reports;
- Compile draft Basic Assessment Report (BAR);
- Compile WUL report and Risk assessments;
- Compile draft Environmental Management Programme (EMP);  
  
  **Employer**, peer and public review of draft BAR and draft EMP;
- Arrange and conduct meetings, workshops and interactions with stakeholders;
- Analyse feedback from Stakeholders and compile final BAR and final EMP; and
- Finalise documentation and submit to authorities for consideration.

**The deliverables include, but not limited to -**

- Specialist Reports (where required);
Specialist findings presentation (where required);
Draft Basic Assessment report (DBAR) and EMPR;
Final Basic Assessment report (BAR) and EMPR;
All relevant requirements of sections 19 - 20 inclusive and relevant Appendixes, of GNR 982 of December 2014 (as amended by GNR R326 of 2017);
WUL documentation; and
Minutes of all relevant project planning and progress meetings.

Activity 4: Project Management
Services will include but not necessarily be limited to the following main activities;
Project planning and management of all project services and deliverables;
Hold project planning and coordination meetings;
Submit monthly project progress reports (inclusive of % progress, risks and latest project schedule) to the Employer;
Attendance of Employer's formal monthly project progress meetings;
Draw up and revise the project programme when necessary;
Arrange and hold project meetings with DEA and Department of Water & Sanitation (DWS);
Manage specialist investigations;
Manage review processes;
Liaise with Employer; and
Liaise with authorities.

The deliverables include, but not limited to -
General project communication;
Minutes of all project related meetings;
Project management of basic assessment process, WUL and public participation process;
Project management of specialists;
Draft and Final BAR;
Draft and Final WUL reports; and
Draft and Final Environmental Management Programme.
4. Programme

The Consultant must provide a programme of services to achieve the objectives of the study.

<table>
<thead>
<tr>
<th>Services Starting Date:</th>
<th>01 September 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services Completion Date</td>
<td>31 August 2018</td>
</tr>
</tbody>
</table>

The Consultant will be required to submit a schedule / programme (in MS Projects format) for the proposed services in order to reflect all services considered as per the EIA Regulations of 2014 (as amended by GNR R326 of 2017) requirements and the NWA, 36 of 1998 during the duration of the contract. All activities to be logically tied using critical path method and time allowance (float) must be included for risks.

It is envisaged that environmental authorisation and WUL is required with the expectation to start construction.

5. Reporting

The Consultant will be required to submit a monthly progress report on the 18\textsuperscript{th} of each month that will include the progress of activities for the reporting period, the proposed activities for the next month, support and/or information required from the Employer and the risks.

6. Drawings

See Annexure A: Diagrammatic layout of the existing line and the proposed loop (Phase 1 and Phase 2).

7. Health and Safety

The appointed Consultant must prepare and submit necessary documents for approval by Transnet Health and Safety department:

- Services specific risk assessment;
Valid medical certificates of fitness done by an Occupational Health Practitioner for all on site work-force;

Proof of induction training received;

8. The Contractor's Invoices

When the Employer's Agent certifies payment following an assessment date, the Consultant complies with the following procedure for invoicing submission. The invoice must correspond to the Employer's Agent assessment of the amount due to the Consultant. The Consultant shall familiarise him/herself with the Payment and invoicing requirements set out below, and comply with it in all respects. Payment is subject to the absolute and complete compliance with the Payment and Invoicing requirements indicated below and elsewhere in this Activity Schedule. The risk of the Contract Specialist not receiving Consultant's Invoices as specified below resides with the Consultant.

The invoice shall correspond to the Employer's Agent assessment of the amount due to the Consultant as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice sequence number;
- The Consultant's VAT Number;
- The amount paid to date; and
- The Activity number.

The invoice contains the supporting detail:

- Description of services completed and claimed for;
- Supporting documentation of the items being invoiced for needs to be submitted;
- Cost breakdown of services previously claimed for, currently claimed, and the balance outstanding for each section of services.
Invoices submitted by hand are addressed to:

Transnet SOC Ltd  
Carlton Centre  
150 Commissioner Street  
Johannesburg  
2001  
25th Floor  
For the attention of: Edzisani Siphugu

The invoice is presented as an original, together with a statement. The Consultant will need to submit a cash flow once the project commences. The cash flow will be updated as and when required during the duration of the project.
Annexure A: Diagrammatic layout of the existing line and the proposed loop (Phase 1 and Phase 2).
Dear Sir / Madam

REMOVAL OF THE TEMPLATE LABELLED AS “BASIC ASSESSMENT REPORT” IN TERMS OF THE EIA REGULATIONS” LOCATED ON THE DEPARTMENTAL WEBSITE

This letter serves to inform all Applicants, Environmental Assessment Practitioners (EAP) and Stakeholders that the Chief Directorate: Integrated Environmental Authorisations, has removed the Basic Assessment Report (BAR) template, which was located on the Departmental website under the section “Legal Authorisations and Compliance Inspectorate”.

The BAR in the form of the template previously found on the Departmental website will no longer be accepted by the Department as from the date of this letter. However, if you have submitted your draft or final BAR to the Department prior to the date of this letter, your report will be considered by the Department.

If you have only submitted an Application for Environmental Authorisation prior to the date of this letter, and/or have not yet submitted your draft or final BAR as yet, you are hereby informed that the content of the draft or final BAR must comply with the Basic Assessment Process requirements contained in Regulation 19 and Annexure 1 of GN R982 of the EIA Regulations, 2014, as amended, when submitting a BAR to the Department for comment, review and decision making. Please ensure the document is in a logical flowing order.

Be reminded to always quote your Departmental allocated reference number on all correspondence submitted to the Department for ease of processing of documents. Further ensure that all correspondence are clearly marked “For Attention: Chief Directorate: Integrated Environmental Authorisation” to ensure that the correspondence is submitted to the correct Chief Directorate within the Department.

Be reminded that, in terms of Regulation 45 of the EIA Regulations, 2014, as amended, an application lapses if the applicant fails to meet any of the time-frames prescribed in terms of these Regulations, unless an extension has been granted in terms of Regulation 3(7) of the EIA Regulations, 2014, as amended.

Should you have any queries or wish to discuss the points raised above, please do not hesitate to contact our offices.

Yours faithfully

Mr. Siphelele Gxakatsha
Chief Director (Acting): Integrated Environmental Authorisations
Department of Environmental Affairs
Date: 23.06.2014
PART 4: SITE INFORMATION

Description of the Site and its surroundings

1. General description

The work to be undertaken, is located four different sites along the railway line between Rustenburg in the North West province and Lephalale in the Limpopo province.

   a) The third site is Boeshoek loop location in the vicinity of the Glencore’s Boeshoek Smelters near Rustenburg in the North West province. It can be accessed via R565 road between Rustenburg and Sun City taking right turn at the Main Road approximately 17 km from Phokeng as Shown in figure 2.c.

   b) The fourth site is Heystekrand loop location in the vicinity of the Mogwase Centre at Mokgwase in the North West province. It can be accessed via R510 road between Rustenburg and Northam taking left turn at the President Street turnoff approximately 54 km from Rustenburg as Shown in figure 2.d.

2. Existing buildings, structures, and plant & machinery on the Site

The areas in which the services are to be provided are:

2.1.1. In close proximity to operational railway lines and safe working distances from the centre line of the track are to be maintained at all times. If this is not possible then the work to be executed must be pre-arranged with the Employer’s Agent and shall be executed under occupation conditions.

2.1.2. In close proximity to 25KV AC electrified OHTE and all work to be executed shall be carried out in accordance with E7/1: Specification for Works on, over, under or Adjacent to Railway Lines and near High Voltage Equipment

2.1.3. There are no other Consultant’s that will be working on site during the execution for the work.

3. Ground conditions in areas affected by work in this contract

3.1. Geology and Climate of the Area

   Not Applicable for this Contract

3.2. Subsoil information

   On some sites there are various storm water catch pits that collect the water from the area away to the municipal reservoir. It is contractor’s responsible to locate each manholes position and depth and must protect them during the construction period.
4. **Hidden services**

The *Consultant's* must establishes the location of the various existing services situated within the Site and Working Areas, and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

5. **Other reports and publicly available information**

No Geotechnical Investigation report is available.
Description of the Works: The provision of environmental professional services for the construction of the new Boshoek Loop, North West Province, South Africa.

Figure 2c: Locality Map of Boshoek Loop

Figure 2d: Locality Map of Hystekrand Loop
Transnet Capital Projects
Contract number: 3426002-Y009
Description of the Works: The provision of environmental professional services for the construction of the new Boshoek Loop, North West Province, South Africa.

Figure 3c: GPS co-ordinates of Boeshoek Loop

Figure 3d: GPS co-ordinates of Heystekrand Loop
Description of the Works: The provision of environmental professional services for the construction of the new Boshoek Loop, North West Province, South Africa.