Transnet Group Capital a specialist unit of

Transnet SOC Ltd
Registration Number 1990/000900/30

Request for Proposal for:

DESCRIPTION OF WORKS: DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK
AT ERMELO DEPOT

Enquiry Number 3426349.01.04
Issue Date 18 June 2019
Compulsory Clarification Meeting 28 June 2019 @ 10:00
Bid Closing Date 02 July 2019
Bid Validity 12 weeks from Closing Date
SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK AT ERMELO DEPOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENDER FEE AND BANKING DETAILS</td>
<td>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</td>
</tr>
<tr>
<td>ISSUE DATE AND COLLECTION DATE DEADLINE</td>
<td>Bidders are to note that the RFP is to be downloaded directly from the National Treasury eTender Publication Portal free of charge.</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Refer to &quot;formal briefing&quot; Paragraph 2 for details.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSING DATE</th>
<th>12:00pm on 02 July 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VALIDITY PERIOD</th>
<th>12 weeks from the Tender Closing Date.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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)' tender will be deemed to remain valid until a final contract has been concluded.</td>
</tr>
</tbody>
</table>

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted at Ermelo on the 28 June 2019, at 10:00 for a period of ± 1 (one) hour. [Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1 A Certificate of Attendance in the form set out in the Returnable Schedule T2.2-15 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenders are required to bring this Returnable Schedule T2.2-15 (attached to the Tender document) to the briefing session to be signed by the Employer's Representative.

2.2 Tenderers failing to attend the compulsory tender briefing will be disqualified.

2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
3. TENDER SUBMISSION

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

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 3426349.01.04
Description Design, Supply and Install a Conservancy Tank at Ermelo Depot
Closing date and time: 02 July 2019 at 12:00
Closing address: Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

All envelopes must reflect the return address of the Tenderer 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 Ground Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662 and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

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 0 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 Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
Ground Floor
Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

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. CONFIDENTIALITY

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

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

AND INTENTION TO TENDER

(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital
Attention: Thabo Nkosi
Email: Thabo.Nkosi@transnet.net

Project No.: 3426349
Tender No.: 3426349.01.04
Closing Date: 02 July 2019

For: DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK AT ERMELO DEPOT

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

REASON FOR NOT TENDERING:

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

SIGNATURE: ________________________________________________________________

DATE: ____________________________

May 2018

Page 4 of 4

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation
T1.2 Tender Data


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 Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td>Part T: The Tender</td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td>Part T1: Tendering procedures</td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td>Part T2: Returnable documents</td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td>Part C: The contract</td>
<td>C1.1 Form of offer and acceptance data</td>
</tr>
<tr>
<td>Part C1: Agreements and contract data</td>
<td>C1.2 Contract data (Part 1 &amp; 2)</td>
</tr>
<tr>
<td>Part C2: Pricing data</td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td>Part C3: Scope of work</td>
<td>C2.2 Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>C3.1 Works Information</td>
</tr>
</tbody>
</table>

September 2016
F.1.4 The Employer's agent is: Procurement Manager
Name: Matsietsi Ramalitsi
Address: Waterfall Business Estate, 9 Country Estate Drive Midrand
Tel No. 011 308 1237
E-mail Matsietsi.Ramalitsi@transnet.net

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

1. **Stage One – Test for responsiveness**
   Tenderers will only be considered if:
   a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
   b) The Tender materially comply with the scope / specifications of the Tender.
   c) The Tender meets the threshold set for Quality / functionality criteria.
   d) The Tender contains a priced offer.

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

2. **Stage Two - Eligibility in terms of the Construction Industry Development Board:**

   a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for **2CE or higher** class of construction work, are eligible to have their tenders evaluated.

   b) Joint Venture (JV)
   Joint ventures are eligible to submit tenders subject to the following:
   1. every member of the joint venture is registered with the CIDB;
   2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status;
the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;

5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

3. **Stage Three – Functionality:**

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

Any tenderer that fails to obtain the minimum qualifying score for functionality will be regarded as an unacceptable tender.

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

The minimum qualifying for score for functionality is 60 points.

<table>
<thead>
<tr>
<th>F.2.12</th>
<th>No alternative tender offers will be considered</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.2.13.3</td>
<td>Parts of each tender offer communicated on paper shall be as an original and shall be in the <strong>English Language.</strong></td>
</tr>
<tr>
<td>F.2.13.5</td>
<td>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:</td>
</tr>
<tr>
<td>F2.15.1</td>
<td>Location of tender box: Ground Floor, Waterfall Business Estate, 9 Country Estate Drive Midrand (TRANSNET GROUP CAPITAL)</td>
</tr>
<tr>
<td></td>
<td>Physical address: Ground Floor Waterfall Business Estate 9 Country Estate Drive Midrand 1662</td>
</tr>
<tr>
<td></td>
<td>Identification details: The tender documents must be submitted labelled with:</td>
</tr>
<tr>
<td></td>
<td>• Name of Tenderer:.............................</td>
</tr>
<tr>
<td></td>
<td>• Contact person and details: ..........................</td>
</tr>
<tr>
<td></td>
<td>• The Tender Number: 3426349.01.04</td>
</tr>
<tr>
<td></td>
<td>• The Tender Description: Design, Supply and Install a Conservancy Tank at Ermelo Depot</td>
</tr>
<tr>
<td></td>
<td>Documents must be marked for the attention of: Procurement</td>
</tr>
</tbody>
</table>

September 2016
The Tender Description:
Design, Supply and Install a Conservancy at Ermelo Depot
Documents must be marked for the attention of: Procurement Officer: Thabo Nkosi

The measurements of the "tender slot" are 400mm wide by 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. 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 after the closing date.

F2.18 Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

F.2.23 The tenderer is required to submit with his tender:
1. A 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 Tenderers compliance status;
2. A valid certified SANAS accredited B-BBEE verification certificate, and
3. Certified Letter of Good Standing with the Workmen's compensation fund

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

F3.4 The time and location for opening of the offers are:
Time: 12:00pm on 02 July 2019
Location: Ground Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand Johannesburg.

F3.11.1 The minimum number of evaluation points for functionality is: 60

F3.11.3 The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference):
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 will result in the tender being disqualified and removed from further consideration.
### Functionality Criteria

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

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Weight</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-2 Programme</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Activities are clearly defined</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>• Key Dates, Planned Completion Date &amp; Completion Date</td>
<td>20%</td>
<td>15</td>
</tr>
<tr>
<td>• Activity dates &amp; durations are shown</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>• Total Duration can be easily determined</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>• Gantt chart shown</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>• Predecessors &amp; Successors between activities</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>• SHE Requirements shown</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-7 Management of CV’s of key person</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key personnel including (Team Organogram) experience with relevant qualification:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Quality Controller</td>
<td>20%</td>
<td>20</td>
</tr>
<tr>
<td>• Main Foreman</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>• Engineer/Technologist</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-21 Environmental Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provision of environmental specific implementation plan(^1) which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>• Provision their environmental management policy detailing the Management’s commitment to preventing and controlling environmental impacts.</td>
<td>25%</td>
<td>10</td>
</tr>
<tr>
<td>• Signed declaration of Understanding (Safety, Health &amp; Environmental)</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>• Signing of the Tender Schedule, the tenderer therefore confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-22 Health and safety plan</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- Valid letter of good standing with insurance body. 5%
- Safety, Health & Environmental Policies. 5%
- Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope. 10%
- Construction Safety Work Method Statement 10%
- Pricing schedule for H&S requirements for the project as per Specification no. 3426349-SP-0001 and make allocations for Health and Safety in the BOQ 5%
- Complete and return with tender documentation the Contractor Safety Questionnaire in the tender document (Attachment No 8) included in the Project Specific Health and Safety Specification 3426349-SP-0001 10%
- Six months synopsis of SHE incidents, description, type and action taken. 20%
- Health and Safety Plan based on the Health and Safety Specification 3426349-SP-0001 (incl. fall protection plan & SOPs) 15%
- Roles and responsibilities for legal appointees, cv's and proof of competency. 25%
  - Sec 16.2 CEO delegation
  - Construction Managers
  - Construction Health and Safety Officer and proof of registration with SACPCMP
  - Construction Supervisor/s
  - Mobile Plant Operator
  - SHE Rep/s
  - First Aider
  - Risk assessor

**T2.2-25 Previous Experience**

- Bidder has successfully completed more than 3 similar Projects with contactable references and project values with proof of completion certificate or letter of completion from the client. 100%

Tenderers who have successfully executed similar projects will be highly considered for the award of this tender. 20%
<table>
<thead>
<tr>
<th>T2.2-20 Quality Plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project Quality Plan for the contract.</td>
<td>25%</td>
</tr>
<tr>
<td>• The Contractor’s Quality Policy.</td>
<td>15%</td>
</tr>
<tr>
<td>• Quality Control Plan for the project.</td>
<td>40%</td>
</tr>
<tr>
<td>• Data book index (List of quality deliverables to be submitted at the end of project)</td>
<td>20%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T2.2-37 Method Statement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the programme, quality, health and safety and environmental considerations.</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Maximum possible score for quality**: 100

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

- T2.2-2 Programme
- T2.2-7 Management & CVs of Key Persons
- T2.2-20 Quality Plan
- T2.2-21 Environmental Management
- T2.2-22 Health and Safety Requirements
- T2.2-25 Previous Experience
- T2.2-37 Method Statement

The minimum number of evaluation points for functionality is **60**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note:** Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause F.2.1.
The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of \( W_i \) is:

80 where the financial value of one or more responsive tenders received have a value up to R 50 million, inclusive of all applicable taxes.

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

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. 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.)

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 Tenderers compliance status;

b) the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the Performance Bond to the format included in Part T2.2-18 (Form of Intent to Provide a Performance Guarantee) of this procurement document;

c) The tenderer is registered with the Construction Industry Development in an appropriate contractor grading designation;

d) 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;

e) the tenderer does not appear on Transnet list for restricted tenderers and National Treasury’s list of Tender Defaulters;

f) 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;

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

h) 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.

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

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

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
PROJECT PACKAGE NUMBER:
3426349.01.04

DESIGN, SUPPLY AND INSTALL A CONSERVANCY AT
ERMELO DEPOT

EVALUATION SCHEDULES
T2.2.2: Evaluation Schedule: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer’s attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall demonstrate the following:-

- Activities are clearly defined
- Key Dates, Planned Completion Date & Completion Date
- Activity dates & durations are shown
- Total Duration can be easily determined
- Gantt chart shown
- Predecessors & Successors between activities
- SHE Requirements shown

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Activity start</th>
<th>Activity finish</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

The scoring will be as follows:

<table>
<thead>
<tr>
<th>(Score 0)</th>
<th>Tender has not submitted the required information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Score 20)</td>
<td>Tender has submitted insufficient information.</td>
</tr>
<tr>
<td>(Score 40)</td>
<td>Tender shows limited suitability and capacity to meet the project requirements; programme does not show order and timing. Programme duration not realistic.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Score 60)</th>
<th>Tenderers has demonstrated reasonable knowledge the development of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</td>
</tr>
<tr>
<td></td>
<td>• Schedule showing durations of activities, Planned Start Date &amp; Planned Completion Date</td>
</tr>
<tr>
<td></td>
<td>• All activities to be logically tied.</td>
</tr>
<tr>
<td></td>
<td>• Level 3 detailed schedule.</td>
</tr>
<tr>
<td></td>
<td>• Estimated Project Duration :2 months</td>
</tr>
<tr>
<td></td>
<td>• Gantt chart shown</td>
</tr>
<tr>
<td></td>
<td>• Total duration can be easily determined.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Score 80)</th>
<th>Tenderers has demonstrated good knowledge in scheduling:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</td>
</tr>
<tr>
<td></td>
<td>• Schedule showing durations of activities, Planned Start Date &amp; Planned Completion Date</td>
</tr>
<tr>
<td></td>
<td>• All activities to be logically tied showing Predecessor &amp; successor.</td>
</tr>
<tr>
<td></td>
<td>• Level 3 detailed schedule that is Cost and Resources loaded.</td>
</tr>
<tr>
<td></td>
<td>• Estimated Project Duration : 2 months</td>
</tr>
</tbody>
</table>
Transnet Group Capital  
Enquiry Number: 3426349.01.04  
Description of the Works: Design, Supply and Install a Conservancy at Ermelo Depot

<table>
<thead>
<tr>
<th>Tenderers has demonstrated good knowledge in scheduling:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</td>
</tr>
<tr>
<td>- Schedule showing durations of activities, Planned Start Date &amp; Planned Completion Date</td>
</tr>
<tr>
<td>- All activities to be logically tied showing Predecessor &amp; successor.</td>
</tr>
<tr>
<td>- Level 3 detailed schedule that is Cost and Resources loaded.</td>
</tr>
<tr>
<td>- Estimated Project Duration: 2 months</td>
</tr>
<tr>
<td>- Requirements as listed in the NEC3, ECC, clause 31.2</td>
</tr>
<tr>
<td>- Key activities as per contract data.</td>
</tr>
<tr>
<td>- Gantt Chart shown.</td>
</tr>
<tr>
<td>- Total duration can be easily determined.</td>
</tr>
<tr>
<td>- SHE Requirements shown on the schedule.</td>
</tr>
</tbody>
</table>

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

Name

Tenderer

Date

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

Please describe the management arrangements for the works.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)

2. CV’s for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.

3. Experience of staff allocated to the project and availability of skills to manage and perform the contract (Assigned personnel)

4. Details of the location (and functions) of offices from which the services will be managed.

5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

6. General experience and qualifications/ ECSA registration.

7. Knowledge of local issues pertinent to the project.

8. Key personnel are: Engineer/Technologist, Main Foreman (Construction Management and Site Supervision) and Quality Controller.

9. Knowledge of local issues pertinent to the project
The scoring will be as follows:

<table>
<thead>
<tr>
<th>(%)</th>
<th>Tenderer has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(0%)</td>
<td>Key personal including:</td>
</tr>
<tr>
<td></td>
<td>• Quality Controller (At least 2 years relevant experience)</td>
</tr>
<tr>
<td>(20%)</td>
<td>Key personal including</td>
</tr>
<tr>
<td></td>
<td>• Main Foreman (At least 3 years relevant experience)</td>
</tr>
<tr>
<td></td>
<td>• Quality Controller (At least 2 years relevant experience)</td>
</tr>
<tr>
<td>(40%)</td>
<td>Key personal including:</td>
</tr>
<tr>
<td></td>
<td>• Engineer/Technologist (At least 5 years relevant experience and Pr Eng / Pr Tech Eng)</td>
</tr>
<tr>
<td></td>
<td>• Quality Controller (At least 2 years relevant experience)</td>
</tr>
<tr>
<td>(60%)</td>
<td>Key personal including:</td>
</tr>
<tr>
<td></td>
<td>• Engineer/Technologist (At least 5 years relevant experience and Pr Eng / Pr Tech Eng)</td>
</tr>
<tr>
<td></td>
<td>• Main Foreman (At least 3 years relevant experience)</td>
</tr>
<tr>
<td>(80%)</td>
<td>Key personal including:</td>
</tr>
<tr>
<td></td>
<td>• Engineer/Technologist (At least 5 years relevant experience and Pr Eng / Pr Tech Eng)</td>
</tr>
<tr>
<td></td>
<td>• Main Foreman (At least 3 years relevant experience)</td>
</tr>
<tr>
<td>(100%)</td>
<td>Key personal including:</td>
</tr>
<tr>
<td></td>
<td>• Engineer/Technologist (At least 5 years relevant experience and Pr Eng / Pr Tech Eng)</td>
</tr>
<tr>
<td></td>
<td>• Main Foreman (At least 3 years relevant experience)</td>
</tr>
<tr>
<td></td>
<td>• Quality Controller (At least 2 years relevant experience)</td>
</tr>
</tbody>
</table>

Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.

An Organizational Chart showing on site and off site management.

**Attached submissions to this schedule:**

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

Signed

Date

Name

Position

Tenderer

Part T2: Returnable Schedules

2 of 2  T2.2-7: Management & CV's of Key Persons
T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor’s Quality Policy.
3. Quality Control Plan for the project.
4. Data book index (List of quality deliverables to be submitted at the end of project).

Attached submissions to this schedule:

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

September 2016

Page 1 of 3
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 shows a limited understanding of the Quality Management requirements. Tenderer shows a limited understanding of the Quality Management requirements and information supplied is totally insignificant / inadequate to satisfy the technical and Quality requirements of the Contractors scope of works.</td>
</tr>
<tr>
<td>40</td>
<td>Tenderer shows a reasonable understanding of the Quality Management requirements and satisfactory response / answer / solution to the particular aspect of the requirement. Satisfactory submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
</tr>
<tr>
<td>60</td>
<td>Tenderer shows a good understanding of the Quality Management requirements and good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer’s requirements. Good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
</tr>
<tr>
<td>80</td>
<td>Tenderer shows a good understanding of the Quality Management requirements and very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer’s requirements. Very good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
</tr>
<tr>
<td>100</td>
<td>Tenderer shows an outstanding understanding of the Quality Management requirements. Quality Management Plan indicating the Quality Manager who will be managing the quality and ensure that all material and equipment quality is checked. Project Quality Plan showing all the quality practices, resources and sequence of activities relevant to the project. Quality Control Plan showing all the hold points and including all activities that will be done on site is according to the method statement/drawings/specifications.</td>
</tr>
</tbody>
</table>
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer
T2.2-21: Evaluation Schedule: Environmental Management

1. The tenderer must provide their environmental management policy detailing the Management's commitment to preventing and controlling environmental impacts.

2. The tenderer must provide environmental specific implementation plan\(^1\) which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -
   i) Transnet SOC Limited – SHEQ Policy,
   ii) Transnet Capital Projects – SHEQ Policy,
   iii) TGC-ENV-STD-001 Rev 03 Construction Environmental Management Plan\(^2\) (CEMP); and

3. Organisational charts depicting key environmental staff must be accompanied by staff CV's showing staff competencies relevant to environmental management functions, together with qualifications and utilization of listed environmental staff.

4. Tenderer to provide a signed declaration of understanding (Form ENV-FAT-0002 - T2.2-38) as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements as may be required by 2 (i-iv) above or any other supplementary information provided.

5. The tenderer must provide a list of projects where environmental management has been required on contracts executed by his/her company including brief description of environmental management requirements and client reference contact details.

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

\(^1\)Note: This is not a generic environmental management plan. It must address the project-specific environmental issues.

Note: The tenderer must take note of the Project Environmental Specifications as defined in the CEMP (if any such exist for the project at hand)

The scoring of the Tenderer's Environmental Management submission will be as follows:
<table>
<thead>
<tr>
<th>Score 0</th>
<th>No response.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Score 20</strong></td>
<td>Items 4 and 6 of the above returnable documents have been provided. Implementation plan included but incomplete [no referencing of project specific documents listed in 2 (i-iv) above] and most unlikely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td><strong>Score 40</strong></td>
<td>Items 1, 4 and 6 of the above returnable documents have been provided. Implementation plan included but incomplete [inadequate referencing of project specific documents listed in 2 (i-iv) above] and unlikely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td><strong>Score 60</strong></td>
<td>Items 1, 3, 4 and 6 of the above returnable documents have been provided. Implementation plan included and possibly able to ensure compliance with stated <em>Employer's Works Information</em>.</td>
</tr>
<tr>
<td><strong>Score 80</strong></td>
<td>Items 1, 3, 4, 5 and 6 of the above returnable documents have been provided. Implementation plan included and likely to ensure compliance with stated <em>Employer’s Works Information</em>.</td>
</tr>
<tr>
<td><strong>Very good</strong></td>
<td>Items 1, 3, 4, 5 and 6 of the above returnable documents have been provided. In addition to the implementation plan having been included and is likely to ensure compliance with stated <em>Employer’s Works Information</em>, the tenderer has shown a certain degree of innovation.</td>
</tr>
</tbody>
</table>

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

**Attached submissions to this schedule:**

---

---
T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Safety, Health & Environmental Policies.
3. Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope.
4. Construction Safety Work Method Statement
5. Pricing schedule for H&S requirements for the project as per Specification no. 3426349-SP-0001 and make allocations for Health and Safety in the BOQ
6. Complete and return with tender documentation the Contractor Safety Questionnaire in the tender document.
7. Six months synopsis of SHE incidents, description, type and action taken.
8. Health and Safety Plan based on the Health and Safety Specification 3426349-SP-0001 (incl. SOPs)
9. Roles and responsibilities for legal appointees, CV's and proof of competency.
   - Sec 16.2 CEO delegation
   - Construction Managers
   - Construction Health and Safety Officer and proof of registration with SACPCMP
   - Construction Supervisor/s
   - Excavation Supervisor/s
   - Mobile Plant Operator
   - SHE Rep/s
   - First Aider
   - Risk assessor
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Valid letter of good standing with insurance body</td>
</tr>
<tr>
<td>1</td>
<td>Safety, Health &amp; Environmental Policies.</td>
</tr>
<tr>
<td>2</td>
<td>Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope.</td>
</tr>
<tr>
<td>2</td>
<td>Construction Safety Work Method Statement</td>
</tr>
<tr>
<td>1</td>
<td>Complete and return with tender documentation the Contractor Safety Questionnaire in the tender document.</td>
</tr>
<tr>
<td>1</td>
<td>Pricing schedule for H&amp;S requirements for the project as per Specification no. 3426349-SP-0001 and make allocations for Health and Safety in the BOQ</td>
</tr>
<tr>
<td>1</td>
<td>Six months synopsis of SHE incidents, description, type and action taken.</td>
</tr>
<tr>
<td>2</td>
<td>Health and Safety Plan based on the Health and Safety Specification 3426349-SP-0001 (incl. SOPs)</td>
</tr>
<tr>
<td></td>
<td>Roles and responsibilities for legal appointees, cv's and proof of competency:</td>
</tr>
<tr>
<td></td>
<td>- Sec 16.2 CEO delegation</td>
</tr>
<tr>
<td></td>
<td>- Construction Managers</td>
</tr>
<tr>
<td></td>
<td>- Construction Health and Safety Officer and proof of registration with SACPCMP</td>
</tr>
<tr>
<td></td>
<td>- Construction Supervisor/s</td>
</tr>
<tr>
<td></td>
<td>- Excavation Supervisor/s</td>
</tr>
<tr>
<td></td>
<td>- Mobile Plant Operator</td>
</tr>
<tr>
<td></td>
<td>- SHE Rep/s</td>
</tr>
<tr>
<td></td>
<td>- First Aider</td>
</tr>
<tr>
<td></td>
<td>- Risk assessor</td>
</tr>
</tbody>
</table>
ATTACHED SUBMISSIONS TO THIS SCHEDULE:

Signed
Date
Name
Position
Tenderer
T2.2-25: Previous Experience: Pre – Qualifying Quality (Functionality) Criteria

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar works. Tenderers should provide a sufficiently detailed reference list, with the contact details all the clients for all completed projects.

Previous Experience
In addition please provide specific information for the following points:

- Tenderer’s experience in carrying out the work of similar nature at least successfully completed 3 or more of similar projects with project values and contactable references.
- If it’s a Joint Venture, main contractor should have demonstrated that they have completed 3 or more similar projects with project values and contactable references.

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

The scoring will be as follows:

<table>
<thead>
<tr>
<th>(0%)</th>
<th>Bidder has not submitted the required information/ cannot be rated</th>
</tr>
</thead>
<tbody>
<tr>
<td>(20%)</td>
<td>Bidder has submitted completed project not relevant to the work.</td>
</tr>
<tr>
<td>(40%)</td>
<td>Bidder has successfully completed 1 projects of similar nature with contactable references and project values with no proof of completion certificate or letter of completion from the client.</td>
</tr>
<tr>
<td>(60%)</td>
<td>Bidder has successfully completed 1 similar Projects with contactable references and project values with proof of completion certificate or letter of completion from the client.</td>
</tr>
<tr>
<td>(80%)</td>
<td>Bidder has successfully completed 2 similar Projects with contactable references and project values with proof of completion certificate or letter of completion from the client.</td>
</tr>
<tr>
<td>(100%)</td>
<td>Bidder has successfully completed more than 3 or more similar Projects with contactable references and project values with proof of completion certificate or letter of completion from the client.</td>
</tr>
</tbody>
</table>
Index of documentation attached to this schedule:


Signed

Date

Name

Position

Tenderer
T2.2-37: Evaluation Schedule: Method Statement: Functionality
Criteria

Note to tenderers:

Method statement

1. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the programme, quality, health and safety and environmental considerations.

2. The method statement should articulate what added value the tenderer will provide in achieving the stated objectives for the project.

3. The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

4. The method statement should also include a cash flow based on the tenderer's programme.

The tenderer must attach his / her method statement to this page. The method statement should not be longer than 8 pages.

Attached submission to this schedule:

........................................................................................
........................................................................................
........................................................................................
........................................................................................
........................................................................................
........................................................................................
........................................................................................
The scoring of the Method Statement will be as follows:

<table>
<thead>
<tr>
<th>Method Statement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
<td>(0%)</td>
</tr>
<tr>
<td>The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology. Tenderer misunderstood the scope of works and does not deal with critical issues of the project.</td>
<td>(20%)</td>
</tr>
<tr>
<td>Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.</td>
<td>(40%)</td>
</tr>
<tr>
<td>Tenderer has submitted a method statement with minor omissions and/or irregularities and / or partially complete, and does not encompass and detail the works objectives and requirements to be undertaken, the approach does not deal with the characteristics of the project.</td>
<td>(60%)</td>
</tr>
<tr>
<td>Tenderer has submitted an extensive method statement: 1. Approach clearly articulated and based on this project; the works are aligned with project schedule; 2. The proposed construction methodology will ensure that operations will not be disrupted; and 3. The method statement covers all the aspects of the Works Information. 4. Sufficiently flexible to accommodate changes that may occur during executions. 5. The methodology of managing risks etc. is specifically tailored to the critical characteristics of the project.</td>
<td>(80%)</td>
</tr>
<tr>
<td>Tenderer has submitted an outstanding method statement: 1. Approach clearly articulated and based on this project; the works are aligned with project schedule; 2. The proposed methodology will ensure that operations will not be disrupted; and 3. Besides meeting the &quot;80&quot; rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. 4. The methodology details ways to improve the project outcomes and quality of outputs. 5. Risks are adequately identified and managed.</td>
<td>(100%)</td>
</tr>
</tbody>
</table>

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
PROJECT PACKAGE NUMBER:
3426349.01.04

DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK
AT ERMELO DEPOT

RETURNABLE SCHEDULES
T2.1 List of Returnable Schedules

1. These schedules are required for pre-qualification and eligibility purposes:
   T2.2-59  Stage Two as per CIDB: Eligibility Criteria Schedule - CIDB Registration

2. These schedules will be utilised for evaluation purposes – Stage Three as per CIDB:
   T2.2-2  Evaluation Schedule: Programme
   T2.2-7  Evaluation Schedule: Management and CV's of key persons
   T2.2-20 Evaluation Schedule: Quality Plan
   T2.2-21 Evaluation Schedule: Environmental Management
   T2.2-22 Evaluation Schedule: Health and Safety Requirements
   T2.2-25 Evaluation Schedule: Previous experience
   T2.2-37 Evaluation Schedule: Method Statement

3. General Returnable Schedules
   T2.2-3  Risk Elements
   T2.2-4  Availability of equipment and other resources
   T2.2-9  Insurance provided by the Contractor
   T2.2-10 Site Establishment requirements
   T2.2-14 Authority to submit tender
   T2.2-15 Certificate of Attendance
   T2.2-17 Compulsory Enterpise Questionnaire
   T2.2-27 Broad-Based Black Economic Empowerment (B-BBEE) and Socio-Economic obligations
   T2.2-31 Integrity Pact
   T2.2-33 Non-Disclosure Agreement
   T2.2-34 Supplier Declaration Form
   T2.2-36 Tender Declaration Form
   T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
   T2.2-43 RFP – Breach of Law
   T2.2-50 B-BBEE Preference Points Claim Form
   T2.2-51 Certificate of Acquaintance with Tender Documents
4. C1.1: Offer portion of Form of Offer & Acceptance

5. C1.2: Contract Data Part 2: Data by Contractor

6. C2.2: Bill of Quantities

7. C3: Works Information

8. C4: Site Information
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 Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

Signed

Date

Name

Position

Tenderer
T2.2-4: Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item. Amongst others, he needs to provide detailed schedules of the following:

- Material delivery schedule
- Plant schedule
- Labour schedule

<table>
<thead>
<tr>
<th>Number of Equipment</th>
<th>Equipment Type – Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________

September 2016
T2.2-9: Insurance provided by the *Contractor*

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

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

<table>
<thead>
<tr>
<th>Insurance against (See clause 84.2 of the ECC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of or damage to the works, Plant and Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss of or damage to Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <em>Contractor</em>) caused by activity in connection with this contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the <em>Contractor</em> arising out of and in the course of their employment in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed ____________________________ Date ____________________________

Name ____________________________ Position ____________________________

Tenderer ____________________________

September 2016
T2.2-10: Site Establishment / Laydown Area

Tenderers to indicate their Site establishment and/or laydown area requirements:

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Signed: ____________________________  Date: ____________________________
Name: ____________________________  Position: ____________________________
Tenderer: ____________________________
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 ________________, 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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


September 2016

Page 3 of 4

Part T2: Returnable Schedules
T2.2-14: Authority to submit a Tender
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

September 2016
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at</th>
<th>Ermelo CTC, N11 Amersfoort Road; Ermelo</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>28 June 2019</td>
</tr>
<tr>
<td>Starting time</td>
<td>10H00</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Employer's Representative to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
TRANSPORT GROUP CAPITAL
ENQUIRY NUMBER: 3426349.01.04
DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK AT ERMELO DEPOT

Particulars of person(s) attending the meeting:

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

Capacity  

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

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thabo Nkosi</td>
<td>Procurement Officer</td>
<td></td>
<td>28 June 2019</td>
</tr>
</tbody>
</table>
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>
</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 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

<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 (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></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 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
T2.2-27: BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

Tenderers are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenders are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit a valid and original (or certified copy) as proof of the Tenderer's compliance with the B-BBEE requirements stipulated in Section 8 of this Tender (the B-BBEE Preference Points Claim Form) at the Closing Date of this Tender, will result in a score of zero being allocated for B-BBEE.

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

<table>
<thead>
<tr>
<th>Enterprise</th>
<th>Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
</tbody>
</table>
| QSE        | Certificate issued by SANAS accredited verification agency  
Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned) |
| EME        | Certificate issued by SANAS accredited verification agency  
Sworn Affidavit  
Certificate issued by CIPC (formerly CIPRO  
Auditor or Accounting Officer (only in terms of 2007 Codes) |

5.1 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this tender as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%] split...
of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Tenders are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this tender will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators1.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 B-BBEE Improvement Plan

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

1 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.
In the event that tenderers qualify to be placed on the list of approved EPCM service providers and are awarded a contract by Transnet, they will be requested to indicate the extent to which they will maintain or improve their Black Ownership (B.O) element of the B-BBEE status over the contract period to meet the required Transnet target B.O.

Bidders with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for bidders to comply with this may result in suspension from the list until such time as they improve their black ownership to 51%.

5.4 Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP’s to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TCP maximises the value and impact of Supplier Development initiatives executed on its projects. Bidders are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TCP, as and when bids are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP’s.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves
the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

T2.2-31 SUPPLIER INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

EAMBLE

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

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

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, 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 Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Bidder / Supplier 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 Bidder / Supplier 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 bid 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 Bidder / Supplier 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 Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

3.8 The Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights
   • Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
   • Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour
   • Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
• Principle 4: the elimination of all forms of forced and compulsory labour;
• Principle 5: the effective abolition of child labour; and
• Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment
• Principle 7: Businesses should support a precautionary approach to environmental challenges;
• Principle 8: undertake initiatives to promote greater environmental responsibility; and
• Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption
• Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

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

4.2 The Bidder has arrived at his submitted Bid 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 bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
f) bidding with the intention of not winning the Bid.

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 Bid relates.

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

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

6.1 All the stipulations on 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 and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity’s details will be placed on National Treasury’s Database of Restricted Suppliers for the specified period of exclusion.

6.3 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.

6.4 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.

6.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

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

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

Supplier Integrity Pact

September 2016

Page 5 of 8
Private & Confidential
c) has carried out any contract resulting from such bid 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.

6.7 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 Register of Tender Defaulters.

6.8 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 Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
e) Cancel all or any other contracts with the Bidder / Supplier; and
f) Exclude the Bidder / Supplier from entering into any bid 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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:
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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 supplier make a false statement either in giving evidence or on an affidavit;
c) Scurrilous allegations: where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
d) Abuse of court process: when a supplier abuses the court process in order to gain a competitive advantage during a bid process.
11 GENERAL

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

11.2 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.

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

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

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

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

oooOOOooo
T2.2-33: Mutual Non-Disclosure Agreement

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

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

Transnet SOC Ltd (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Waterfall Business Estate, Midrand, South Africa, and

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of design, supply and installation of conservancy tank at Ermelo Depot ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("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 parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other 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. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other 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, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other 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 5.3 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 5.2 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 either 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 other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure 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 either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other 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

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party 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.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party 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.

13. 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.

14. 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.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other 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.
T2.2-34: SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company’s most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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

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

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

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

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

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

7. As per the communiqué dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the ‘Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
## Supplier Declaration Form

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

<table>
<thead>
<tr>
<th>CSD Number (MAAA xxxxxxx):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Trading Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Registered Name</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Company Income Tax Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>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>
<tbody>
<tr>
<td>Non-profit (NPO's or NPC)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Liability Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Owned Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provincial Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialised Profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Institution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint Venture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign International</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Branch Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did your company previously operate under another name?  
Yes  
No

If YES state the previous details below:

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

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

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

<table>
<thead>
<tr>
<th>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>
<tbody>
<tr>
<td>Non-profit (NPO's or NPC)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Institution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Liability Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Owned Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provincial Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Govt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialised Profession</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Institution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint Venture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign International</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Branch Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Your Current Company's VAT Registration Status**

<table>
<thead>
<tr>
<th>VAT Registration Number</th>
</tr>
</thead>
</table>

If Exempted from VAT registration, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

<table>
<thead>
<tr>
<th>Company Banking Details</th>
<th>Bank Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Universal Branch Code</th>
<th>Bank Account Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th>Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Postal Address</th>
<th>Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Telephone number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Fax Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company E-Mail Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Website Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Designation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
</tr>
</thead>
</table>

September 2016   
Page 3 of 9   
Part T2: Returnable Schedules   
T2.2-34: Supplier Declaration Form-V 8.1
Email

<table>
<thead>
<tr>
<th>Is your company a Labour Broker?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Main Product / Service Supplied e.g. Stationary / Consulting / Labour etc.</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>How many personnel does the business employ?</th>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

<table>
<thead>
<tr>
<th>Most recent Financial Year’s Annual Turnover</th>
<th>&lt;R10 Million</th>
<th>&gt;R10 Million</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;R50 Million</td>
<td>&gt;R50 Million</td>
</tr>
</tbody>
</table>

Does your company have a valid B-BBEE certificate?

<table>
<thead>
<tr>
<th>Please indicate your Broad Based BEE status (Level 1 to 9)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Majority Race of Ownership</th>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% White Ownership</th>
<th>% Indian Ownership</th>
<th>% Coloured Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

## Supplier Development Information Required

<table>
<thead>
<tr>
<th>EMPOWERING SUPPLIER</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>* If Yes- Attach supporting documents</td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

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

**Name and Surname**  
**Designation**  
**Signature**  
**Date**  

**Stamp And Signature Of Commissioner Of Oaths**  
**Name and Surname**  
**Date**

September 2016
Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, ______________________________ solemnly swear/declare that ______________________________ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at ______________________________ on this the _______ day of ______________________________ 20________.

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

Commissioner of Oaths
APPENDIX C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Definition of &quot;Black People&quot;</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</td>
<td></td>
</tr>
</tbody>
</table>

3. I hereby declare under Oath that:

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

September 2016
The enterprise is _________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

The enterprise is _________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

The enterprise is _________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

Based on the management accounts and other information available for the ________ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

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

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black owned</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

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

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

Deponent Signature
............................................................................

Date
............................................................................

Commissioner of Oaths

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

Name & Surname  Signature & Stamp

September 2016

Part T2: Returnable Schedules
T2.2-34: Supplier Declaration Form-V 8.1
APPENDIX D

SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, ___________________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date |

3. I hereby declare under Oath that:
   - The Enterprise is ____________________ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ____________________ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The enterprise is ________% Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is ________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is ________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ______________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

<table>
<thead>
<tr>
<th>100% Black Owned</th>
<th>Level One (135% B-BBEE procurement recognition level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 51% Black Owned</td>
<td>Level Two (125% B-BBEE procurement recognition level)</td>
</tr>
</tbody>
</table>

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

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

Deponent Signature  

Date  

Commissioner of Oaths  

Name and Surname  

Signature & Stamp  

September 2016
T2.2-36: RFP DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

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

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

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

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

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

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

ADDRESS: ______________________________________

________________________________________________

Indicate nature of relationship with Transnet:

________________________________________________

________________________________________________

________________________________________________

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

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

September 2016

Page 1 of 2

Part T2: Returnable Schedules
T2.2-36: RFP Declaration Form
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>
T2.2-38 Declaration of Understanding (Environmental and Health and Safety)

<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.

Signed

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

Place

Witness 1:

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

Witness 2:

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

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><strong>PRICE</strong></td>
<td>80</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></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 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 Enterprise as defined 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 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: ...............(maximum of 20)

(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 or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)
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. ........................................

....................................................
SIGNATURE(S) OF BIDDERS(S)
DATE: ........................................
ADDRESS ........................................
........................................
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

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

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

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

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

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

September 2016
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
T2.2-59: CIDB Registration

Note to tenderers:
Tenderers are to indicate their CIDB Grading by filling in the table below

<table>
<thead>
<tr>
<th>CRS Number</th>
<th>Status</th>
<th>Grading</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2CE or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint xxxxxxx

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

Signed

Date

Name

Designation

Tenderer

September 2016
PROJECT PACKAGE NUMBER:
3426349.01.04

DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK
AT ERMELO DEPOT

NEC CONTRACT
CONTRACT DOCUMENTS

Form of Offer and Acceptance
Contract Data
   Part One – Data provided by the Employer
   Part Two – Data provided by the Contractor
Pricing Data
Scope of Works
Site Information
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:

**DESIGN, SUPPLY AND INSTALL A CONSERVANCY TANK AT ERMELO DEPOT**

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The offered total of the Prices exclusive of VAT</td>
<td>R.........</td>
</tr>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R.........</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT</td>
<td>R.........</td>
</tr>
</tbody>
</table>

(in words)

If Option E or F apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Tenderer's CIDB registration number:

Date

September 2016
Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)______________

Capacity______________________

for the Employer Transnet SOC Ltd
150 Commissioner Street
Johannesburg
2001

Name & signature of witness __________________________ Date ______________________

September 2016
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>
<tr>
<td>5</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:

Signature

Name

Capacity

On behalf of (insert name and address of organisation)

Name & signature of witness

Date

For the Employer

Transnet SOC Ltd
150 Commissioner Street
Johannesburg
2001

September 2016

C1.1: Form of Offer and Acceptance
### 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 dispute resolution Option and secondary Options</td>
<td>B: Priced contract with bill of quantities W1: Dispute resolution procedure X2: Changes in the law X7: Delay damages X16: Retention X18: Limitation of liability Z: <em>Additional conditions of contract</em> of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)*</td>
</tr>
<tr>
<td>10.1</td>
<td><strong>Employer is:</strong> Transnet SOC Ltd (Registration No. 1990/000900/30) <strong>Address</strong> Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001</td>
<td><strong>Having elected its Contractual Address for the purposes of this contract as:</strong> Transnet Group Capital 9 Country Estate Drive Waterfall Business Estate Midrand 1661  <strong>Tel No.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Project Manager is:</strong> (Name) Nontobeko Ntshangase <strong>Address</strong> Transnet Group Capital 9 Country Estate Drive Waterfall Business Estate Midrand 1661 <strong>Tel</strong> 011 308 4204 <strong>e-mail</strong> <a href="mailto:Nontobeko.Ntshangase@transnet.net">Nontobeko.Ntshangase@transnet.net</a></td>
<td></td>
</tr>
</tbody>
</table>

---

*Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009*
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Supervisor is: (Name) Phakamani Zikalala</td>
</tr>
<tr>
<td></td>
<td>Address Transnet Group Capital 9 Country Estate Drive Waterfall Business Estate Midrand 1661</td>
</tr>
<tr>
<td></td>
<td>Tel No. 011 308 4204</td>
</tr>
<tr>
<td></td>
<td>e-mail <a href="mailto:Phakamani.Zikalala@transnet.net">Phakamani.Zikalala@transnet.net</a></td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The works are Design, Supply and Install a Conservancy Tank at Ermelo Depot</td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register None</td>
</tr>
<tr>
<td>11.2(15)</td>
<td>The boundaries of the site are Transnet Freight Rail Ermelo Depot, Mpumalanga, at latitude and longitude 26°33'32.41&quot;S, 30°1'31.88&quot;E</td>
</tr>
<tr>
<td>11.2(16)</td>
<td>The Site Information is in Part C4</td>
</tr>
<tr>
<td>11.2(19)</td>
<td>The Works Information is in Part C3</td>
</tr>
<tr>
<td>12.2</td>
<td>The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</td>
</tr>
<tr>
<td>13.1</td>
<td>The language of this contract is English</td>
</tr>
<tr>
<td>13.3</td>
<td>The period for reply is 2 weeks</td>
</tr>
<tr>
<td>2</td>
<td>The Contractor's responsibilities main No additional data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>3</td>
<td>Time</td>
</tr>
<tr>
<td>11.2(3)</td>
<td>The completion date for the whole of the works is 31 July 2019</td>
</tr>
<tr>
<td>30.1</td>
<td>The access dates are Part of the Site Ermelo Depot Date 01 July 2019</td>
</tr>
<tr>
<td>31.1</td>
<td>The Contractor is to submit a first programme for acceptance within 2 weeks of the Contract Date.</td>
</tr>
<tr>
<td>31.2</td>
<td>The starting date is. 01 July 2019</td>
</tr>
<tr>
<td>32.2</td>
<td>The Contractor submits revised programmes at intervals no longer than Two weeks.</td>
</tr>
<tr>
<td>35.1</td>
<td>The Employer is not willing to take over the works before the Completion Date.</td>
</tr>
</tbody>
</table>
4 Testing and Defects

42.2 The defects date is 52 (fifty two) weeks after Completion of the whole of the works.

43.2 The defect correction period is 2 weeks

5 Payment

50.1 The assessment interval is monthly on the 25th (twenty fifth) day of each successive month.

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

51.2 The period within which payments are made is Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.

51.4 The interest rate is the prime lending rate of the Standard Bank of South Africa.

6 Compensation events

60.1(13) The weather measurements to be recorded for each calendar month are, the cumulative rainfall (mm)

The number of days with rainfall more than 10 mm

The number of days with minimum air temperature less than 0 degrees Celsius

The number of days with snow lying at 08:00 hours South African Time

And these measurements: N/A

The place where weather is to be recorded (on the Site) is: The Contractor’s Site establishment area

The weather data are the records of past weather measurements for each calendar month which were recorded at: Mpumalanga (Ermelo)

And which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7 Title

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

8 Risks and insurance

80.1 These are additional Employer's risks None

84.1 The Employer provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/Public Liability.

Cover / indemnity:

To the extent as stated in the insurance policy for Contract Works/Public Liability
The deductibles are: as stated in the insurance policy for Contract Works / Public Liability

2 Insurance against:

<table>
<thead>
<tr>
<th>Cover / indemnity</th>
<th>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</th>
</tr>
</thead>
</table>

The deductibles are: as stated in the insurance policy for Contract Works / Public Liability

84.1 3 Insurance against:

<table>
<thead>
<tr>
<th>Cover / indemnity</th>
<th>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</th>
</tr>
</thead>
</table>

The deductibles are: As stated in the insurance policy for Contract Works / Public Liability

4 Insurance against:

<table>
<thead>
<tr>
<th>Cover / indemnity</th>
<th>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</th>
</tr>
</thead>
</table>

The deductibles are: Cover / indemnity is to the extent provided by the SASRIA coupon

The deductibles are, in respect of each and every theft claim, 0.1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.

Note: The deductibles for the insurance as stated above are listed in the document titled "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the Employer).

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is

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

1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected.
2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor’s policies of insurance as well as those of any subcontractor.

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.

6 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.

7 If the Contractor fails to effect adequate insurance it shall notify the Employer in writing as soon as it becomes aware of the reduction or inadequate cover and the Employer may arrange or purchase such insurance. The Contractor shall promptly reimburse the Employer for any premiums paid provided such insurance protects the Employer’s liability. The Employer assumes no responsibility for such insurance being adequate to protect all of the Contractor’s liability.
### 84.2
The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is: Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.

As stated in the Principal Controlled Insurance policy for Contract Work

### 9
termination

### 10
Data for main Option clause

### B
Priced contract with bill of quantities

No additional data is required for this Option

### 60.6
The method of measurement is

The Bill of Quantities for these works have been prepared in accordance with the SANS Standards (including all latest amendments) as published by South African National Standards

### 11
Data for Option W1

W1.1 The **Adjudicator** is

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 will appoint an **Adjudicator**.

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

The Chairman of the Association of Arbitrators (Southern Africa)

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, South Africa

The person or organisation who will choose an arbitrator:
- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

### 12
Data for secondary Option clauses

X2 Changes in the law

No additional data is required for this Option

X7 Delay damages

Delay damages for Completion of the whole of the works are R500.00 per day
X16 Retention
The retention free amount is **NIL.**
The retention percentage is **10% on all payments certified.**

X18 Limitation of liability
X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to: **Nil**
X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:
The deductible of the relevant insurance policy
X18.3 The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:
The cost of correcting the Defect
X18.4 The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:
The Total of the Prices
X18.5 The end of liability date is Five (5) years after Completion of the whole of the works

Z Additional conditions of contract
The additional conditions of contract are:

| Z1 | Additional obligations in respect of Termination | 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) |
| Z1.1 | Termination Table | The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" |
| Z1.2 | Right Reserved by Transnet to Conduct Vetting through SSA | Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23." |

September 2016

Part C1: Contract Data
Contract Data provided by the Employer
Z2.1 | Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

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

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

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

Z3 | Protection of Personal Information Act | The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z4 | Additional Clause Relating to Collusion in the Construction Industry | The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Part two - Data provided by the *Contractor*

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 <em>Contractor</em> 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>11.2(8)</td>
<td>The <em>direct fee percentage</em> is</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>The <em>subcontracted fee percentage</em> is</td>
<td>%</td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The <em>working areas</em> are the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The <em>Contractor</em>’s key persons are:</td>
<td></td>
</tr>
<tr>
<td></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></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>
</tbody>
</table>

CV’s (and further key persons data including CVs) are appended to Tender Schedule entitled.

11.2(14) | The following matters will be included in the Risk Register |
11.2(19) | The *Works Information for the* *Contractor’s design* is in: |

**B**

**Priced contract with bill of quantities**

11.2(21) | The *bill of quantities* is in |
11.2(31) | The tendered total of the Prices is (in figures) (in words), excluding VAT |

**B**

Priced contract with bill of quantities Data for the Shorter Schedule of Cost Components

41 in SSCC | The percentage for people overheads is: % |
<table>
<thead>
<tr>
<th>B</th>
<th>Priced contract with bill of quantities</th>
<th>Data for the Shorter Schedule of Cost Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 in SCC</td>
<td>The percentage for people overheads is:</td>
<td>%</td>
</tr>
<tr>
<td>21 in SCC</td>
<td>The published list of Equipment is the last edition of the list published by</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The percentage for adjustment for Equipment in the published list is</td>
<td>% (state plus or minus)</td>
</tr>
<tr>
<td>22 in SCC</td>
<td>The rates of other Equipment are:</td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Category of employee</td>
</tr>
<tr>
<td>61 in SCC</td>
<td>The hourly rates for Defined Cost of design outside the Working Areas are</td>
<td></td>
</tr>
<tr>
<td>62 in SCC</td>
<td>The percentage for design overheads is</td>
<td>%</td>
</tr>
<tr>
<td>63 in SCC</td>
<td>The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:</td>
<td></td>
</tr>
</tbody>
</table>
## PART 2: 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 B</td>
<td>4</td>
</tr>
<tr>
<td>C2.2</td>
<td>The bill of quantities</td>
<td></td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (with amendments June 2006 and April 2013) (ECC) Option B states:

Identified and defined terms

11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>percent</td>
</tr>
<tr>
<td>h</td>
<td>hour</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
</tr>
<tr>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>kl</td>
<td>kilolitre</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
</tr>
<tr>
<td>km-pass</td>
<td>kilometre-pass</td>
</tr>
<tr>
<td>kPa</td>
<td>kilopascal</td>
</tr>
<tr>
<td>kW</td>
<td>kilowatt</td>
</tr>
<tr>
<td>l</td>
<td>litre</td>
</tr>
<tr>
<td>m</td>
<td>metre</td>
</tr>
<tr>
<td>mm</td>
<td>millimetre</td>
</tr>
<tr>
<td>m²</td>
<td>square metre</td>
</tr>
<tr>
<td>m²-pass</td>
<td>square metre pass</td>
</tr>
<tr>
<td>m³</td>
<td>cubic metre</td>
</tr>
<tr>
<td>m³-km</td>
<td>cubic metre-kilometre</td>
</tr>
<tr>
<td>MN</td>
<td>meganewton</td>
</tr>
<tr>
<td>MN.m</td>
<td>meganewton-metre</td>
</tr>
<tr>
<td>MPa</td>
<td>megapascal</td>
</tr>
<tr>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>Prov sum¹</td>
<td>provisional sum</td>
</tr>
<tr>
<td>PC-sum</td>
<td>prime cost sum</td>
</tr>
<tr>
<td>R/only</td>
<td>Rate only</td>
</tr>
<tr>
<td>sum</td>
<td>Lump sum</td>
</tr>
<tr>
<td>t</td>
<td>ton (1000kg)</td>
</tr>
<tr>
<td>W/day</td>
<td>Work day</td>
</tr>
</tbody>
</table>

2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work.
2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

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

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

2.3. Departures from the method of measurement

2.3.1. Nil

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.
C2.2 the bill of quantities
Preamble:
1. The Contractor is to refer to the Scope of Work, Spec, relevant SANS document and general pricing instructions when pricing the items.
2. Abbreviations used in the “Payment reference” column below, are as follows:
   - PI, ..., refers to the relevant Pricing Instruction in Part C2.1
   - Numbers with no prefix, refer to the relevant SANS 1200 Specifications or Transnet’s E10 specifications, as in the headings of such items.

<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Pg</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRELIMINARIES &amp; GENERAL</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CONSERVANCY TANK AND CLOSING OF TRENCHES</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED TO FORM OF OFFER
<table>
<thead>
<tr>
<th>Item No</th>
<th>Payment Clauses</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>BILL NO 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SECTION 1: PRELIMINARY AND GENERAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>SABS 1200A</td>
<td>GENERAL as specified in SABS 1208 A and in the Scope of Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>8.3</td>
<td>SCHEDULED/FIXED-CHARGE AND VALUE RELATED ITEMS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>8.3.1</td>
<td>(a) Fixed preliminary and general charges</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>8.3.2</td>
<td>(b) Value-related preliminary and general charges</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>8.4</td>
<td>SCHEDULED TIME RELATED ITEMS: (Refer PSA 8.1.3.1 and PSA 8.2.2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>8.4.1</td>
<td>(a) Time-related preliminary and general charges</td>
<td>Month</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>PSA 8.5</td>
<td>SUMS STATED PROVISIONALLY BY THE EMPLOYER'S REPRESENTATIVE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td>PSA 8.5.1</td>
<td>Works to be executed by the Contractor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minor repairs at site as instructed by the Employer's Representative</td>
<td>Prov Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>PSA 8.6</td>
<td>PRIME COST SUMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1</td>
<td>PSA 8.6.1 (a)</td>
<td>Allowance for acceptance control testing by Employer's Representative (not for process control testing to be carried out by the Contractor)</td>
<td>PC Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.2</td>
<td>PSA 8.6.1 (b)</td>
<td>Charge required by Contractor on item 1.4.1 above</td>
<td>%</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>PSA 8.7</td>
<td>DAYWORK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1</td>
<td>(i) General</td>
<td>hour</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2</td>
<td>(ii) Semi-skilled</td>
<td>hour</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.3</td>
<td>(iii) Supervisor</td>
<td>hour</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.4</td>
<td>(iv) Engineer</td>
<td>hour</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Materials:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.5</td>
<td>Allow Provisional sum for materials based on their net cost</td>
<td>Prov Sum</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.6</td>
<td>Charge required by Contractor on 1.5.6</td>
<td></td>
<td></td>
<td>5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Plant: (Rates shall include for on costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.7</td>
<td>(i) Backhoe Loader minimum 60 kW, State make ( \ldots ) ( \ldots ) and model ( \ldots )</td>
<td>day</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.8</td>
<td>(ii) Tipper Truck, State make ( \ldots ) ( \ldots ) and model ( \ldots )</td>
<td>day</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.9</td>
<td>(i) Water pump, State make ( \ldots ) ( \ldots ) and model</td>
<td>day</td>
<td>Rate only</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD
<table>
<thead>
<tr>
<th>Item No</th>
<th>Payment Clause</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5.10</td>
<td></td>
<td>(v) Compressor complete with hand tools and attachments - minimum 250 cfm State make and model</td>
<td>day</td>
<td>Rate only</td>
<td></td>
</tr>
<tr>
<td>7.5.11</td>
<td></td>
<td>(v) Crane Truck minimum 6 ton, State make and model</td>
<td>day</td>
<td>Rate only</td>
<td></td>
</tr>
<tr>
<td>7.5.12</td>
<td></td>
<td>(v) Pedestrian type vibrating roller, State make and model</td>
<td>day</td>
<td>Rate only</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>8.8</td>
<td>TEMPORARY WORKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.1</td>
<td>PSA 8.8.4 (c)</td>
<td>Existing Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.2</td>
<td>PSA 8.9</td>
<td>(a) Excavate by hand in soft material to expose existing services</td>
<td>m³</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.6.3</td>
<td></td>
<td>(b) Dewatering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.4</td>
<td></td>
<td>(c) Conservancy Tank</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>PSA 8.10</td>
<td>(d) Trench shoring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td></td>
<td>Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and all relevant and applicable Regulations, especially the Construction Regulations, 2014 as promulgated on 7 February 2014 under Section 43 of the Occupational Health and Safety Act (Act 85 of 1993), as amended from time to time, for the duration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7.1</td>
<td></td>
<td>Contractor</td>
<td>Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.7.2</td>
<td></td>
<td>Subcontractor</td>
<td>Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td></td>
<td>ENVIRONMENTAL MANAGEMENT as specified in Works Information (WI)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8.1</td>
<td>SDW(3.7.1.10)</td>
<td>Method Statements: Additional work</td>
<td>No</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.8.2</td>
<td>SDW(3.7.1.11)</td>
<td>All requirements of the environmental management specification (All work not measured elsewhere, associated with complying with any requirements of the environmental</td>
<td>Sum</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED TO SUMMARY
<table>
<thead>
<tr>
<th>Item No</th>
<th>Payment Class</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>BIS No 2</td>
<td>SECTION 2: Conservancy tank and Clamping of trenches as specified in Works Information</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A) CONSERVANCY TANK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>EARTHWOKS</td>
<td>SOW 3.7.1.1</td>
<td>Baseline Excavation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td>SOW 3.7.1.1(a)</td>
<td>Excavate conservancy tank in earth</td>
<td>m³</td>
<td>65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.2</td>
<td>(b) Exceeding 2m deep but not exceeding 4m deep</td>
<td>m³</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3</td>
<td>(c) Extra over 2.1.2 and 2.1.3 for:</td>
<td>m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3.1</td>
<td>Soft Rock Excavation</td>
<td>m³</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.3.2</td>
<td>Hard Rock Excavation</td>
<td>m³</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.5</td>
<td>SOW 3.7.1.2</td>
<td>Overbreak in hard rock material for conservancy tank excavations</td>
<td>m³</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.6</td>
<td>(d) In situ treatment of gravel bedding by rippling:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.6(a)</td>
<td>Gravel material (min 95%) compacted to 95% of modified AASHTO density</td>
<td>m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.7</td>
<td>(e) Eight roller passes compaction</td>
<td>m³</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.8</td>
<td>SOW 3.7.1.3</td>
<td>Rule all conservancy tank using selected material complying with SOW-3.2.2.4</td>
<td>m³</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.8(a)</td>
<td>Gravel material (min 95% compacted to 95% of modified AASHTO density)</td>
<td>m³</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.9</td>
<td>(b) Material from commercial sources or sources provided by contractor, including all haul</td>
<td>m³</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.10</td>
<td>(c) Extra over 2.1.8 and 2.1.10 for 5% cement stabilization of selected material</td>
<td>m³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Conservancy tank slab</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.1</td>
<td>SOW 3.7.1.5</td>
<td>250mm Max. Concrete slab under conservancy tank</td>
<td>m³</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.2</td>
<td>Conservancy mesh reinforcement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.3</td>
<td>SOW 3.7.1.6</td>
<td>Prefabricated concrete slab</td>
<td>m³</td>
<td>32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.4</td>
<td>Supply, test and install conservancy tank complete with all internal Specialties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.5</td>
<td>Supply and install 100mm dia uPVC discharge pipe to sull conservancy tank installed</td>
<td>m</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>PIPEWORK</td>
<td>SOW 3.7.3.7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>SANS 5.14</td>
<td>Backfill open trenches using selected material complying with SOW-3.2.2.4</td>
<td>m³</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.1</td>
<td>(a) Material from conservancy tank excavations and compacted to 90% of modified AASHTO maximum dry density</td>
<td>m³</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2</td>
<td>(b) 19% (Minimun) Material from commercial sources or sources provided by the contractor, including all haul. Compact to 90% or modified AASHTO maximum dry density</td>
<td>m³</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED TO SUMMARY
## PART C3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Employer's Works Information</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>30</td>
</tr>
</tbody>
</table>

NEC3 CONTRACT
FORM: PRO-FAT-0222 Rev04
E001

Part C3: Scope of Work
Page 1 of 26
C3.1 EMPLOYER'S WORKS INFORMATION

Contents

1. DESCRIPTION OF THE WORKS ................................................................................. 3
   1.1 EMPLOYER'S OBJECTIVES .............................................................................. 3
   1.2 EXECUTIVE OVERVIEW .................................................................................... 3
   1.3 SCOPE OF WORKS ............................................................................................ 3
   1.4 LOCATION OF THE WORKS ............................................................................... 3
   1.5 EXISTING BUILDINGS, STRUCTURES, PLANT AND MACHINERY ON SITE .... 3
   1.6 SUBSOIL INFORMATION .................................................................................... 4
   1.7 UNDERGROUND SERVICES .............................................................................. 4

2. ENGINEERING AND THE CONTRACTOR'S DESIGN ................................................. 5
   2.1 EMPLOYER'S DESIGN ....................................................................................... 5
   2.2 PARTS OF THE WORKS WHICH THE CONTRACTOR IS TO DESIGN .............. 5

3. CONSTRUCTION ..................................................................................................... 5
   3.1 WORKS SPECIFICATION .................................................................................. 5
   3.2 MATERIALS ...................................................................................................... 10
   3.3 CONSERVANY TANK INSTALLATION ............................................................... 11
   3.4 CONSTRUCTION EQUIPMENT ......................................................................... 13
   3.5 TEMPORARY WORKS SITE SERVICES AND CONSTRUCTION CONSTRAINTS 14
   3.6 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS 17
   3.7 MEASUREMENT AND PAYMENT .................................................................... 18

4. LIST OF DRAWINGS ............................................................................................... 20
   4.1 DRAWINGS ISSUED BY THE EMPLOYER ...................................................... 20

5. EMPLOYER'S STANDARDS – DOCUMENTATION CONTROL .............................. 21

6. EMPLOYER'S STANDARDS – HEALTH AND SAFETY ...................................... 23
   6.1 SAFETY MANAGEMENT .................................................................................. 23

7. EMPLOYER'S STANDARDS – ENVIRONMENTAL .............................................. 24

8. EMPLOYER'S STANDARDS – QUALITY ASSURANCE .................................... 26
   8.1 QUALITY ASSURANCE REQUIREMENTS .................................................... 26

9. PROCUREMENT ..................................................................................................... 26
   9.1 CODE OF CONDUCT ....................................................................................... 26
1. DESCRIPTION OF THE WORKS

1.1 EMPLOYER’S OBJECTIVES

The Employer's objective is to procure the services of a Contractor for the design, supply and installation of a modular polyethylene Conservancy Tank at the Ermelo Depot.

1.2 EXECUTIVE OVERVIEW

A new sanitation building is currently under construction at the Ermelo Depot and it will facilitate the cleaning, exchange and storing of the Porta-Potti's from train locomotives. Due to the absence of a municipal sewer line within the vicinity of the new facility, a conservancy tank will have to be built. The conservancy tank will provide a temporary storage for waste discharged from the new sanitation facility. It is envisaged that the conservancy tank will be emptied fortnightly.

1.3 SCOPE OF WORKS

The scope covers designs as well as the civil works for the supply and installation of a modular polyethylene conservancy tank. The work includes the following:

- Clear and grub of vegetation
- Cutting and shaping an embankment
- Procure and install a polyethylene conservancy tank with adequate strength
- Excavating for conservancy tank and backfill works
- Backfill open trenches at another site within the depot
- Connecting the sewer line from the new sanitation building to the conservancy tank
- Slope seeding of cut embankment

The description of the works is not necessarily in totality and shall not limit the work to be undertaken by the Contractor under this contract.

During construction of the works, the existing infrastructure must remain fully operational at all times. Employer's objectives are to construct these facilities with zero harm to all and within the stipulated time frames.

1.4 LOCATION OF THE WORKS

The location of the site is found at the following coordinates:

26°33'30.41" South, 30° 1'31.88" East

1.5 EXISTING BUILDINGS, STRUCTURES, PLANT AND MACHINERY ON SITE

There are three exposed air compressor tanks in close proximity to the proposed site for the installation of the conservancy tank. These tanks border two sides of a building housing an air compressor. A new sanitation building that will utilize the proposed conservancy tank is currently being built. There is also a facility building within the vicinity of the proposed site which is utilized by Transnet Engineering to undertake day to day operations at the depot (see drawing: 3426349-4-005-C-GA-0001-01).
There are operational railway lines and Over Head Traction equipment within the vicinity of the site. The proposed conservancy tank will be installed approximately 3m from a light traffic road traversing through the depot. The construction work is to be conducted in such a way so as not to disrupt the aforementioned operations.

The Contractor shall allow for safe working distance for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times.

1.6 SUBSOIL INFORMATION

A geotechnical investigation was conducted at the site and comprised the hand excavation of a test pit (to 1.0m below natural ground level) supplemented by DCP testing.

Available geological information indicates that the site is regionally underlain by sedimentary rocks (sandstone, siltstone, shale and coal seams) of the Vryheid Formation, Ecca Group of the Karoo Sequence with intrusive dolerite. The typical subsoil profile at the proposed site comprises of

- 0.00 – 0.10 Topsoil (a loose silty sand with scattered dolerite gravels)
- 0.10 – 0.55 Fill (a variable loose to medium dense, silty sand with scattered dolerite gravels and ferruginous nodules)
- 0.55 – 1.05 Transported Hillwash (comprising of a medium dense, silty sand becoming slight clayey below 0.75m with a sporadically pinhole structure)
- 1.05+ Bottom of test pit, no refusal.

No ground water seepage encountered up to the depth of investigation.

Geotechnical investigation below a depth of 1 metre can be conducted by the Employer upon Contractor’s request.

1.7 UNDERGROUND SERVICES

From the survey done on site, no underground services were discovered. It is however possible that there are hidden services which may be affected by the works. Proof trenching must be done by the Contractor to expose any hidden existing services on site so as to eliminate any damage thereof.

The Contractor 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.

The Contractor exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The Contractor accordingly consults the Project Manager prior to undertaking any excavation work.

Should the Contractor fail to exercise the requisite care and attention in carrying out the excavation work, the Contractor will be held liable for any claims arising out of damage caused by such excavation.

No areas are to be disturbed prior to the Contractor providing written confirmation regarding the status of the existing cables (if applicable) as follows:

- The km locations of all proposed 4m formation trench excavations.
- The km locations of all proposed formation wearing course excavations.
• The km location of all other proposed excavations

2. **ENGINEERING AND THE CONTRACTOR’S DESIGN**

2.1 **EMPLOYER’S DESIGN**

The Employer’s design for the supply and installation of a conservancy tank covers the following:

• Design of invert/outlet levels of the sewer line from the sanitation building;
• Size of the conservancy tank
• Earthworks and bed preparation for the placing of the conservancy tank.

The drawing included in the tender document is intended to give an overview of the project.

2.2 **PARTS OF THE WORKS WHICH THE CONTRACTOR IS TO DESIGN**

The Contractor is to design any temporary works that may be necessary as approved by Employer’s Supervisor. The Contractor is to provide the engineer with a construction methodology for the installation of the conservancy tank. The Contractor must also provide the Project Manager with the conservancy tank drawings for approval.

3. **CONSTRUCTION**

3.1 **WORKS SPECIFICATION**

3.1.1 **Applicable SANS standards**

The applicable SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practise for use with standardised specifications for Civil Engineering Construction and Contract Documents will apply:

3.1.2 **Applicable national and international standards**

The latest issues of the following Standardized Specifications for Civil Engineering Construction, applicable at the date of the tender advertisement shall apply:

SANS 1200 A - General

Notes to tenderer:

• Should any variation and/or addition in this document conflict with the requirements of the standardized specification, the variation or addition will prevail.

• The term “project specifications” appearing in any of the SANS1200 standardised specifications must be replaced with the term “scope of work”.

In addition, the following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also bound in the Scope of Work.
3.1.3 Generic specifications
The particular and/or generic specifications listed below are applicable to this contract. These specifications are also bound into this document.

- Guidelines for Human Settlement Planning and Design (The Red Book - Volume 1)
- Transnet Specification E7/1 (July 1998), for all works on, under or adjacent to railway lines and near high voltage equipment.

3.1.4 Variations and additions to SABS 1200 standardized specifications
The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

PSA GENERAL

PSA 1 SCOPE
REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS
IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the NEC3 contract and".

(a) General
ADD THE FOLLOWING DEFINITIONS:

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning.

(c) Measurement and payment
REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the contract.
PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

PSA 5 CONSTRUCTION

PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

ADD THE FOLLOWING: "The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.9."

PSA 5.9 DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads and tracks within the Sites shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall be in accordance with the SARTSM.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract. Further, the provisions of PSA 5.2 shall apply.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

REPLACE THE CONTENTS OF ITEM (c) WITH THE FOLLOWING:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

PSA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:
"Except only where specific provision is made in the Specifications and/or the Bill of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and

**PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"PSA 8.3.1 Fixed preliminary and general charges ............................................. Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause PSA 8.1.2.2.

PSA 8.3.2 Value-related preliminary and general charges ............................... Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause PSA 8.1.2.2.

"PSA 8.4.1 Time-related preliminary and general charges ............................... Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause PSA 8.1.2.2.

**PSA 8.5 SUMS STATED PROVISIONALLY BY THE PROJECT MANAGER**

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"PSA 8.5.1 Works executed by the Contractor ............................................. Unit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Bill of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of the NEC3.

**PSA 8.6 PRIME COST ITEMS**

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"PSA 8.6 PRIME COST SUMS

(a) Description of item to which Prime Cost Sum applies ............................. Unit: PC Sum

(b) Charge required by Contractor on subitem (a) above ............................. Unit: %
Sub items (a) and (b) will be provided in the Bill of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub item (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Project Manager for payment under the related sub item (a). The percentages tendered by the Contractor for each respective sub item (b) included in the Bill of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub item (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under sub item (b), or tendered a zero percentage, the Contractor's tendered rate for sub item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub item (b).

Note in connection with additional tests required by the Employer's Agent:

When a PC sum is included in the Bill of Quantities for additional tests required by the Employer's Agent, the Contractor shall be responsible for both the cost of normal testing and for the cost of any additional test that indicates that the specifications have not been complied with."

**PSA 8.7 DAYWORK**

ADD THE FOLLOWING:

"To ensure that the plant is achieving a reasonable output of work, the Employer's Agent personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer's Agent and certain reductions in payment may be applied.

Furthermore, should the performance of a machine be poor, or persistently break down, the Employer's Agent may order that it be replaced, all at the cost of the Contractor."

**PSA 8.8 TEMPORARY WORKS**

PSA 8.8.4 Existing services

REPLACE THE HEADING OF PARAGRAPH (c) WITH THE FOLLOWING:

"(c) Excavate by hand in soft material to expose existing services ........................................ Unit: m³"

ADD THE FOLLOWING:

"The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% of modified AASHTO maximum density, loading, transporting and disposing of surplus material as directed, keeping the excavation safe, dealing with water, protecting the exposed services, and any other operation necessary to complete the work.

No distinction will be made between the various types of services to be exposed, or the depths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment."

ADD THE FOLLOWING:
PSA 8.9 DEALING WITH WATER ............................................. Unit: Sum/day

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on site as required in terms of Sub clause 5.1.3 of SABS 1200 D and Sub clause 5.1.2 of SABS 1200 DB. No additional payment will be made for “Special water hazards”.

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 Hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.


(a) Contractor, SubContractors .................................................. Unit: sum

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times, as described in the Scope of Works and Employer's health and safety specification. The successful tenderer shall provide the Employer's Agent with a complete breakdown of this tendered sum, if so required.

The Contractor shall note that all obligations contained in the Act, Regulations and Employers health and safety specification shall be included in this item. No additional claims will be considered, neither will an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The Contractor shall note that the sum tendered shall deem to include all cost for full compliance with the Project Specifications PA, the OHS Act and Construction Regulations.

The sums will be paid to the Contractor in equal monthly amounts.

3.2 MATERIALS

3.2.1 GENERAL

3.2.1.1 Quality

The requirements of subclause 3.1 of SABS 1200A shall apply together with PSA 3.1.

3.2.1.2 Handling, transporting and storing of materials

Materials shall be handled, transported and stored in a safe manner such that they are not damaged. The Contractor replaces at own cost any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.

3.2.2 MATERIALS FOR CONSERVANCY TANK INSTALLATION
3.2.2.1  **Underground sewer pipes and specials**
Underground sewer pipes and specials shall be uPVC Heavy duty (class 34) pipes and specials complying with SABS 791 - 1986.

3.2.2.2  **Vent pipes and specials**
Vent pipes and specials shall be uPVC complying with SABS 967-1987.

3.2.2.3  **Conservancy tanks**
Conservancy tanks shall comply with the following:
- The tanks shall be manufactured of polyethylene or other durable material and an installed tank shall not permanently deform under the load of a light vehicle.
- The tanks shall have the following capacities:
  * A minimum sludge capacity of 7,000ℓ.
  * A minimum liquid capacity of 14,000ℓ.
- In addition to the above the tank shall provide for an air space of not less than 200mm between the invert level of the outlet and the underside of the top cover of the tank.
- The tanks shall be watertight and covers to access holes must seal tightly to prevent the ingress of rain or seepage water.
- Adequate access to facilitate inspection and de-sludging using a conventional sized nozzle shall be provided. Access holes shall however be small enough to prevent a small child from falling into a tank.
- The tanks shall be adequately ventilated.

3.2.2.4  **Selected material**
Selected material shall be graded granular material having a maximum particle size of 25mm and a PI not exceeding 15.

3.2.3  **Materials and samples**
Materials or work which do not conform to the approved samples will be rejected. The Project Manager reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Project Manager, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall be for the Contractor’s account.

3.3  **CONSERVANY TANK INSTALLATION**
3.3.1 CONSTRUCTION

3.3.1.1 Setting out
The conservancy tanks shall be installed in the positions and to the base levels shown on the drawings, or as directed by the Employers Representative.

No work may commence until the setting out has been approved of by the Employers Representative.

3.3.1.2 Excavations for conservancy tanks
Excavations for conservancy tanks shall be carried out in accordance with the applicable requirements of SABS 1200 D

Each excavation shall be made to the net outline of the conservancy tank plus 200mm side allowance along the entire perimeter of the tank, and to the required depth.

The Contractor shall further take positive steps to avoid burying or contaminating material excavated that complies with 3.2.2.4. Any loss of material complying with 3.2.2.4 due to the Contractor's excavating methods shall be replaced at his cost.

3.3.1.3 Preparation of bottom of conservancy tank excavations
The bottom of each conservancy tank excavation shall be trimmed and levelled off to ensure that the base of the installed tank will bear evenly over its full area. Any loose material in the bottom of the excavation shall be watered and well compacted to give a firm level surface. Unsuitable material in the bottom of the excavation shall be excavated to the depth ordered by the Project Manager and replaced with well compacted selected material (refer 3.2.2.4).

3.3.1.4 Installation of conservancy tanks
The conservancy tank shall be carefully lowered into its excavation and orientated. Thereafter the discharge pipe shall be fitted and the leakage test specified in 3.3.3 shall be carried out. If the conservancy tank does not comply with the requirements of 3.3.3 it shall be repaired, or removed and replaced with a conservancy tank that does comply, as directed by the Project Manager.

After acceptance of the conservancy tank by the Employers Representative the excavation shall be backfilled with selected material to the level of the top of the conservancy tank. The material shall be adequately moistened prior to placing and shall be compacted in layers not exceeding 250mm, care being exercised not to cause any local indentations in the skin of the conservancy tank.

The remaining backfill over the top of the conservancy tank may comprise of any excavated material and the surface shall be finished off to the shape and level as directed on site.

3.3.1.5 Stabilization of selected backfill
Where ordered by the Employers Representative, the backfill to conservancy tanks shall be stabilized with 5% cement by mass.

3.3.1.6 Installation of discharge pipes
The discharge pipes shall be accurately installed in accordance with the details shown on the drawings. The pipes shall further be terminated at the proposed level of the top of the ablution block floor slab and temporarily sealed off to prevent the ingress of dirt.

3.3.1.7 Spoil material
All excess material generated by the conservancy tank excavations shall where possible be spoiled on the property.
Material that cannot be disposed of on the property shall be used as directed by the Project Manager.

3.3.1.8 Making good depressions
At such times during the execution of the works as the Project Manager may direct, upon completion of the works and again before the expiry of the period of maintenance, all fill areas shall be examined and subsidence and depressions shall be refilled and made good.

3.3.2 TOLERANCES

3.3.2.1 Conservancy tank position
The installed position of the conservancy tank shall be within 100mm of the positions shown on the drawings or ordered.

3.3.2.2 Orientation of conservancy
The orientation of the conservancy tank shall be such that the discharge pipe can be accurately installed.

3.3.2.3 Conservancy tank base level
The base level of installed conservancy tank shall not differ by more than 50mm from the designated level.

3.3.3 TESTING

3.3.3.1 Component materials
The testing of component materials shall be carried out in accordance with the relevant SABS specifications or as ordered by the Employers Representative, to test the requirements specified in the relevant specification.

3.3.3.2 Leakage test
The conservancy tank with the outlet sealed off, shall be completely filled with water and allowed to stand. If after three hours there are no signs of leakage, the conservancy tank will be deemed to have satisfied the requirements of the test.

3.4 CONSTRUCTION EQUIPMENT
3.4.1 Equipment requirements

The Contractor's equipment must comply with the necessary OHS requirements and he shall keep daily records of his equipment on site.

All plant used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.

3.4.2 Equipment provided by the Employer

The Employer will provide No equipment.

3.5 TEMPORARY WORKS SITE SERVICES AND CONSTRUCTION CONSTRAINTS

Information to be obtained from site

Prospective Contractors shall visit the Site of the proposed Works and acquaint themselves with the nature of the works, the conditions under which the work is to be performed, the means of access to the site, any and in general with all matters that may influence or affect the contract.

The Contractor is responsible for all temporary works and reinstatement of construction areas to their original condition.

3.5.1 EMPLOYER’S SITE ENTRY AND SECURITY CONTROL, PERMITS, AND SITE REGULATIONS

3.5.1.1 Employer’s compliance requirements

- The Contractor requires a site access certificate from the Employer before he may start any work on site. The safety file from the Contractor must first be approved by the TCP safety department. Thereafter the Project Manager will arrange for such "Site Access Certificate". Thereafter safety inductions for all Contractors staff will be done before any work starts.

- The Contractor shall ensure the safe passage of traffic to and around the site at all times. This shall entail the provision of direction and control of traffic.

- The Contractor shall plan and organise his work in such a manner so as to cause the least possible disruption to the operations of Transnet Freight Rail and Railway line.

- The Contractor may thereafter carry out all the work on the Site as long as all Health and Safety requirements and procedures are met.

- An area will be made available, free of charge, on the construction site for the Contractor to establish his/her Construction Camp if he/she wishes to do so. This site will be indicated to the Contractor at the Tenderer’s site inspection.

- The Employer is indemnified in all respects through the occupation and use of this site including any claims from third parties.

- The allocated area may be used for offices, stores, and any other engineering work that may be required subject to prior approval of the Project Manager.
- The campsite shall be clearly sign posted as being a construction camp and be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the Contractor has de-established on site and this has been approved by the Project Manager or his duly appointed representative.

- The housing of labour on site is not permitted except for security personnel if required. The Project Manager will do the necessary arrangements for the occupations for the project.

**Restrictions to access on Site, roads, walkways and barricades**

The Contractor complies with the following requirements of the Employer:

- The Employer will arrange all access rights with all applicable land owners, which is for Transnet land and private land.

- The Contractor shall organise the work in such a manner so as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this Contract.

- In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

- At all points of contact with the public, only the Contractor Site Manager are allowed to speak to the public, receive complaints and disputes, applying courtesy and understanding, and shall notify in writing the Project Manager within one day of receiving complaints and disputes, only the Project Manager shall handle and make decisions on the complaints/disputes.

- The Contractor ensures that all his construction staff, labour and Equipment remains within his allocated and fenced off construction area.

- All Contractors' staff and labour working at Transnet premises complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary PPE and high visibility apparel.

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

The Contractor complies with the following hours of work for his people (including Sub-Contractors) employed on Site:

- The Contractor's staff shall be confined to the construction sites and defined access routes.

- The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the project.

- It is very important that the Contractor keeps records of his staff on Site, including those of his Sub-Contractor's which the Project Manager shall have, access to at any time.

- Access permits shall be made by the Contractor to a standard acceptable to the Project Manager, be allowed for within the Contractor's access control provision and shall include at least the following information:
  a) Company name and Logo
  b) Employees name and ID number
3.5.2 Excavations and associated water control
The Contractor protects all excavations against any water ingress whether by seepage, rains, storms, floods or any other means.

The Contractor immediately removes any water found in the excavation by pumping and / or bailing and provides all necessary Equipment (pumps, pipes, etc.) to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations.

3.5.3 Setting out and survey data
The Contractor shall further be responsible for setting out the works from levels supplied by the Employer. The Employer shall provide the Contractor with various design levels for excavation works.

3.5.4 Control of noise, dust, water and waste
The Contractor complies with the following requirements of the Employer:

- Before moving Equipment onto the site and commencing operations, the Contractor shall establish, to the satisfaction of the Project Manager, that the methods of demolition proposed by the Contractor is such that he can keep any nuisance arising from dust, noise and vibration to an acceptable level and ensure the safety of structures adjacent to those to be demolished.

3.5.5 Pipe depths and cover
Where pipe cover is insufficient or where for any other reason instructed by the Project Manager the pipe shall be concrete encased by covering the top half of the pipe with at least 25 MPa at 28 days mass concrete to the full width of the trench excavation and to a minimum thickness of 300mm above the pipe crown. Concrete encasement shall only commence on approval of the Project Manager and once all relevant acceptance tests on the pipe have been carried out and approved.

Minimum base widths shall be determined by a minimum side allowance on each side of the pipe as indicated in the typical section through pipe showing bedding details on the relevant drawings or as specified in SANS 1200 DB clause 5.2.

3.5.6 Trench shoring
All excavations deeper than 1.5m below ground level or as otherwise indicated by the duly appointed safety officer in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the safety officer.

3.5.7 Stormwater drainage
The finished ground levels and grades must be in accordance with the design drawings to ensure that overland drainage over the area of the conservancy tank is not obstructed.

3.5.8 Pipe-laying personnel
The laying of pipes shall be performed only by a qualified person who is registered by the local authority as an artisan in the plumbing, pipe-fitting, or drain-laying trades or who is qualified by reason of having attended and passed the course on pipe-laying of the Civil Engineering Industry Training Board.

3.5.9 Bedding and backfill of pipes
The relevant sub-clauses of SANS 1200 LD for laying, bedding and backfill shall be strictly adhered to. Good quality control is required, especially when excavating on embankments. The minimum compaction for the backfill shall be strictly adhered to.

Bedding for concrete pipes for culverts across service roads shall be Class B bedding to SANS 1200 LB

3.5.10 Topsoil & Rehabilitation
Prior to disturbing any area, topsoil shall be removed to stockpile for later replacement. All areas presently vegetated and disturbed are required to be rehabilitated on completion by means of appropriate shaping and the application of topsoil previously removed.

3.6 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

3.6.1 Work to be done by the completion date
On or before the completion date, the Contractor shall have done everything required to provide the Works including the work listed below which is to be done before the completion date and in any event before the dates stated. The Project Manager cannot certify completion until all the work listed below has been done and is also free of defects, which would have, in his opinion, prevented the Employer from using the Works and others from doing their work.

<table>
<thead>
<tr>
<th>Item of work</th>
<th>To be completed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality control plans</td>
<td>Project Manager to advice</td>
</tr>
<tr>
<td>All completion documents</td>
<td>Project Manager to advice</td>
</tr>
</tbody>
</table>

3.6.2 Access given by the Employer for correction of defects
The Contractor guarantees the entire Works as executed in terms of this work information to be free from all defects for a period of 12 months.

The Defects Period commences from the date of hand-over of the completed and fully commissioned works. The Contractor remains in attendance, or is available on site with reasonable notice by agreement of the Project Manager, to attend to any defects in the works that become manifest during this period. The Contractor is liable for the observance and performance of his Sub-Contractors and Suppliers in respect of any guarantees given by them with any material item of equipment supplied to the Contractor.

All costs of remedial works, including materials, services and labour, are for the Contractor’s account.

The Employer will arrange access dates to rectify defects.

### 3.7 MEASUREMENT AND PAYMENT

#### 3.7.1 SCHEDULED ITEMS

##### 3.7.1.1 Restricted Excavation

(a) Excavate for conservancy tank in all materials and
use for backfill or dispose as ordered ................................................................. Unit : m³

(b) Extra over (a) above for hard rock excavation .................................................. Unit : m³

(c) Extra over (a) above for hand excavation where ordered .................................... Unit : m³

The provisions of subclause 8.3.3 of SABS 1200 D, shall as applicable, apply.

The rate tendered shall further cover the cost of preparing the bottom of the excavations as specified in 3.3.1.3, as well as for the selective stockpiling of excavated material (refer 3.3.1.2 and 3.7.1.4).

##### 3.7.1.2 Overbreak in hard rock material for conservancy tank excavations...........m²

The unit of measurement shall be the area of hard rock material encountered in the conservancy tank excavations and the quantity shall be calculated from the diameter of a conservancy tank plus 400mm and the band width of hard rock material in the face of the excavations.

The rate tendered shall cover the cost of dealing with any additional excavation generated including the disposal thereof within a free haul distance of 0,5km, as well as for replacing the additional excavation with selected material.

##### 3.7.1.3 Excavate unsuitable material from bottom of conservancy tank excavations and replace with selected material complying with 3.2.2.4

(a) Using material from conservancy tank excavation .............................................. Unit : m³

(b) Using material from other excavations on site within a free haul
distance of 0,5km ................................................................................................. Unit : m³

(c) Using material from commercial sources ......................................................... Unit : m³

The rate tendered shall cover the cost of excavating unsuitable material from the bottom of the conservancy tank excavations to the extent ordered by the Employers Representative, the disposal of
the excavated material within a free haul distance of 0,5km and the subsequent replacement of the material with selected material, as well as for watering, compacting and trimming of the backfill surfaces. The rate tendered shall further differentiate between the various sources of selected material.

3.7.1.4 Backfill conservancy tanks using selected material complying with 3.2.2.4

(a) Material from other excavations on site within a free haul distance of 0,5km ............... Unit : m³
(b) Material from commercial sources....................................................................................................... Unit : m³

The quantity measured for payment shall be the volume of the conservancy tank excavations calculated from the net outline of a conservancy tank plus 200mm side allowance along its entire perimeter, the number of tanks and depth of the excavations, less the total outside volume of the conservancy tanks themselves.

The rate tendered shall cover the cost of acquiring the material, loading, haulage (in the case of (b) above irrespective of distance), offloading, placing, watering and compacting the backfill, as well as for additional material required due to any over excavation. (Backfill of a conservancy tank using selected material generated by its excavation will be deemed to be covered by 3.4.1.1)

3.7.1.5 Extra over 3.4.1.7 for 5% cement stabilization of selected material........unit: m³

The unit of measurement shall be the volume of material ordered to be stabilized.

The rate tendered shall cover the additional cost of supplying and mixing in the cement and any other work required to place the stabilized material, over and above that provided for under 3.4.1.7. No payment will be made for stabilized material required to backfill any over-excavation.

3.7.1.6 Provide, test and install conservancy tank complete with all internal specials (Tank type specified) .......Unit No

The rate tendered shall cover the cost of providing, installing, testing including provision of water to permanently fill tanks, as well as repairing or replacing tanks if test requirements are not met.

3.7.1.7 Supply and install 160mm dia uPVC discharge pipe to suit conservancy tank installed ......Unit: No

The unit of measurement shall be the number of pipes installed

The rate tendered shall cover the cost of the following:
- The provision of the pipes.
- The installation of the pipes as detailed on the drawings or ordered.
- The temporary sealing off of the pipes as directed.

Excavation and backfill will be measured in terms of subclause 3.7.1.1.

3.7.1.8 Overhaul in excess of 0,5km ................................................................. Unit : m³.km

The rate tendered shall cover the cost of hauling material beyond a freehaul distance of 0,5km, irrespective of the type of material.
Volumes will be computed from the designated dimensions. No allowance will be made for bulking or over excavation. Overhaul distances will be measured to the nearest 0.1km from the end of the overhaul range, in one direction only, by the shortest practicable route.

Payment will only be made for overhaul authorised by the Project Manager.

3.7.1.9 Concrete slab under conservancy tank..............................................Unit m²

The unit of measurement shall be the cubic meter of class 25/19 concrete placed under the conservancy tank in accordance with the details shown on the drawings, irrespective of cross-sectional shape, slope or position in the works.

The rate tendered shall cover the cost of all labour, plant and materials required to construct the concrete slab as detailed, in the position and to the extent shown on the drawings or directed on site, including trimming and compaction of excavated surfaces, any formwork required, mesh ref 395 reinforcement centrally placed, and finishing and smoothing of exposed surfaces.

3.7.1.10 Methods Statement: Additional work

No separate measurement and payment will be made for the provision of Method Statements but, where the Project Manager requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced Contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

3.7.1.11 All requirements of the environmental management specification..................Unit: Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum.

The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

4. LIST OF DRAWINGS

4.1 DRAWINGS ISSUED BY THE EMPLOYER

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Design, supply and install a conservancy tank at Ermelo Depot

- 3426349-4-005-C-GA-0001-01
5. **EMPLOYER’S STANDARDS – DOCUMENTATION CONTROL**

5.1 **DOCUMENTATION CONTROL**

In undertaking the ‘Works’ (including all services required), the Supplier shall conform and adhere to the requirements of the ‘Contractor Documentation Submittal Requirements’ Standard included in Annexure 1 (refer DOC-STD-0001). The Supplier is to ensure that the latest versions of the required application software and a suitable ‘IT’ Infrastructure are in place to support the electronic transmission of documentation.

5.1.1 All relevant documentation and drawings, including revisions, will be issued to the Contractor but control, maintenance and handling of these documents will be the Contractor’s sole responsibility and at his expense, and managed with a suitable document control system.

5.1.2 Contractor to issue drawings to the Employer for approval through document control prior to the start of construction.

5.1.3 **Record drawings**

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

Any information in the possession of the Contractor, which is necessary for the Resident Engineer to complete his “record” drawings, must be submitted to the Resident Engineer.

The certificate of completion will only be issued once the Engineer has received the record drawings. No separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

5.1.4 **Daily records**

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

5.1.5 **Site Instruction Book**

A triplicate book supplied by the Engineer to be used for site instructions shall at all times be kept on the site and is only for the use of the Engineer.

5.1.6 **Site Correspondence Book**

A triplicate book supplied by the Contractor to be used for site correspondence shall at all times be kept on the site and is only for the use of the parties associated with the execution of the Works and that is represented on the monthly contractual meeting.

5.2 **MANAGEMENT MEETINGS**

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

<table>
<thead>
<tr>
<th>Title of purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk register and compensation events</td>
<td>Every second week</td>
<td>Site Office</td>
<td>[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and ]</td>
</tr>
</tbody>
</table>
Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the Project Manager by the person convening the meeting within five days of the meeting.

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

5.3 PROGRAMMING CONSTRAINTS

5.3.1 The Contractor presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format [state specific details or cross-refer to suitable statements under paragraph 1.3 of C3.1 Employer's Works Information] and in soft copy format.

5.3.2 The Contractor uses Primavera version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the Project Manager.

5.3.3 The Contractor shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

5.3.4 The Contractor's programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 Employer's Works Information to normal hours of a working days and what is a normal working week].

5.3.5 The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor.

5.3.6 The Contractor submits programme report information to the Project Manager at biweekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

5.3.7 The Contractor's weekly programme narrative report includes:
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. This should show two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

5.3.8 The Employer (including the agents of the Employer) operates on Site during [either state specific calendar dates or timings when the Contractor has completed certain elements of the works etc.].
6. **EMPLOYER'S STANDARDS – HEALTH AND SAFETY**

6.1 **SAFETY MANAGEMENT**

6.1.1 All health and safety matters associated with the works will be dealt with in accordance with the Transnet Capital Projects Health and Safety Specification 3426349-SP-0001, including the OHS Act 85 of 1993 and Regulations.

6.1.2 Further to the specification stated above, the Contractor is required to comply with the following Transnet Group Capital Procedures Health and Safety Procedures;

- Site Emergency Management Procedure
- Occurrence and Non Conformance Management Procedure TRN-IMS-GRP-PROC-013
- Contractor Specification Guideline TRN-IMS-GRP-GDL014.02
- Vehicle Transportation Management (HAS-P-0004)

6.1.3 The Principal Contractor must prepare, implement and administer the Construction Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

6.1.4 The Plan (CHSMP) must be in writing and presented to Transnet Group Capital or nominated representatives for review and acceptance. The Plan must at least "be accepted with comments" by Transnet Group Capital BEFORE permission can be granted to Contractors to mobilise to site.

6.1.5 The Principal Contractor’s Health and Safety Management Plan must be in line with 3426349-SP-0001 Project Specific Health and Safety Specification.

6.1.6 Any proposed amendments or revisions to the CHSMP shall be submitted to Transnet Group Capital for review and acceptance.

6.1.7 The CHSMP shall include minimum requirements as set out in the Health and Specification 3426349-SP-0001

6.1.8 The CHSMP is regarded as a living document therefore Transnet Group Capital may require the Principal Contractor from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided.

6.1.9 Principal Contractor shall ensure that all its employees are sent for Induction and submit Pre-employment medical examinations before allowed to work on the Project and Exit medical examination before leaving the site. These medical examinations must be carried out by a registered Occupational Health Practitioner at the Principal Contractors cost.

6.1.10 The roles and responsibilities of the various personnel acting on behalf of the Project Manager and who communicate directly with the Principal Contractor and his key persons with respect to the CHSMP and health and safety issues are:

- Manage and coordinate all construction activities on site in order to ensure their conformity with the specified health & safety, quality, schedule and cost requirements. The Construction Manager (CM), who is responsible for health and safety on the Site and Working Areas and reports to the Project Manager with specific tasks to:
  - Implement the Employers safety management system.
  - Monitor Principal Contractor’s compliance to the CHSMP.
  - Ensure risk is at an acceptable level.
  - Ensure the Principal Contractor’s workforce and Construction Management Team is Competent.
  - Assess the regular issue of SHE Reports
7. **EMPLOYER'S STANDARDS – ENVIRONMENTAL**

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations as well as the accepted environmental good practice.

1. The following documents, provide the minimum acceptable standards that shall be adhered to:
   - Construction Environmental management Plan (ENV-STD-01 Rev04); and

The CEMP describes the main roles and responsibilities of the project team with respect to Environmental Management.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the Contractor observes and complies.

2. The contractor must submit with Tender returnable the Declaration of understanding (see ENV-FAT-0002) and the Appointment of Contractor EO (see ENV-FAT-0004) with his/her CV attached.

3. The overarching obligations of the Contractor under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for all construction operations at the Site and/or Working Area by the Contractor and where requested by the CM and to comply with the following:

The Contractor shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
• Removal of rare, endemic or endangered species
• Removal and stockpiling of topsoil
• Rodent and pest control
• Environmental awareness training
• Rehabilitation
• Spray painting and sandblasting
• Fire prevention
• Handling and batching of Concrete and Cement
• Protection of heritage resources
• Supply of water for human use
• Supply of water for Construction purposes
• Site division
• Emergency procedures for environmental incidents
• Contractor's SHE Officer
• Closure of construction laydown area

4. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

5. Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.

6. During the construction period, the Contractor complies with the following:

A copy of the CEMP and SES shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including SubContractors and their staff) as well as suppliers are familiar with and understand the specifications.

Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TGC Construction Manager and TGC Environmental Manager or Environmental Officer. Approval must at least be 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TGC Environmental Manager or Environmental Officer.

Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

The Contractor shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the TGC Environmental Manager or Environmental Officer as detailed in the SES. An Environmental Closure Certificate will be issued by the TGC Environmental Officer and signed off by the TGC Construction Manager.
The Contractor complies with environmental inspections and audits as described in the TGC CEMP (Annexure C).

8. **EMPLOYER’S STANDARDS – QUALITY ASSURANCE**

8.1 **QUALITY ASSURANCE REQUIREMENTS**

8.1.1 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor) to satisfy the requirements of paragraphs 8.1, 5.3 as appropriate) the documented Quality Management System to be used in the performance of the works. The Contractor’s Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

8.1.2 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

8.1.3 The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

8.1.4 The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

9. **PROCUREMENT**

9.1 **CODE OF CONDUCT**

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.
This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet’s expectations regarding behaviour and conduct of it's Suppliers.

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

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

1. Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
   - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
   - Employees must not accept or request money or anything of value, directly or indirectly, to:
     - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
     - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
     - Gain an improper advantage.
   - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

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

1.2 The Contractor’s Invoices
1.2.1 When the Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the Contractor complies with the Employer’s procedure for invoice submission.

1.2.2 The invoice must correspond to the Project Manager’s assessment of the amount due to the Contractor as stated in the payment certificate.

1.2.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited’s VAT No: 4720103177;
Invoice Number;
The Contractor’s VAT Number; and
The Contract Number 3426349
1.2.4 The invoice is presented either by post or by hand delivery.
1.2.5 Invoices submitted by post are addressed to:
Transnet Capital Projects
Transnet Corporate Centre – Waterfall
9 Country Estate Drive
Waterfall
1682
For the attention of The Contract Administrator, Transnet Capital Projects
1.2.6 Invoices submitted by hand are presented to:
Transnet Capital Projects
Transnet Corporate Centre – Waterfall
9 Country Estate Drive
Waterfall
1682
For the attention of The Contract Administrator, Transnet Capital Projects
1.2.7 The invoice is presented as an original.
1.3 People

1.3.1 The Contractor performs the works having due regard to the PLA that are negotiated between the Employer and the appropriate trade unions on this contract.

1.3.2 The Contractor complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the Employer.

1.3.3 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRMP. The PIRM acts on behalf of the Project Manager.

1.3.4 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

1.3.5 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the Project Manager.

1.3.6 The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRMP. The SIRM reports directly to the PSIRM and the Project Manager.

1.3.7 B-BBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

<table>
<thead>
<tr>
<th>Contribution Level</th>
<th>Qualification Points on the generic scorecard</th>
<th>Broad-Based BEE Recognition Level</th>
<th>Preferencing Points Scored</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Greater than or equal to 100 points</td>
<td>135%</td>
<td>10</td>
</tr>
<tr>
<td>Level 2</td>
<td>Greater than or equal to 85 points but less than 100 points</td>
<td>125%</td>
<td>9.26</td>
</tr>
<tr>
<td>Level 3</td>
<td>Greater than or equal to 75 points but less than 85 points</td>
<td>110%</td>
<td>8.15</td>
</tr>
<tr>
<td>Level 4</td>
<td>Greater than or equal to 65 points but less than 75 points</td>
<td>100%</td>
<td>7.41</td>
</tr>
<tr>
<td>Level 5</td>
<td>Greater than or equal to 55 points but less than 65 points</td>
<td>80%</td>
<td>5.95</td>
</tr>
<tr>
<td>Level 6</td>
<td>Greater than or equal to 45 points but less than 55 points</td>
<td>60%</td>
<td>4.44</td>
</tr>
<tr>
<td>Level 7</td>
<td>Greater than or equal to 40 points but less than 55 points</td>
<td>50%</td>
<td>3.70</td>
</tr>
<tr>
<td>Level 8</td>
<td>Greater than or equal to 30 points but less than 40 points</td>
<td>10%</td>
<td>.74</td>
</tr>
<tr>
<td>Level 9</td>
<td>Less than 30 points</td>
<td>0%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 4.44 points will be awarded 5.95 referencing points (Level 5).
Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by SANAS Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no point. 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
C4. Site Information

1. Description of the Site and its surroundings

1.1. General description

**Ermelo**: The proposed site is located within the Transnet Freight Rail Ermelo Depot, Mpumalanga, at latitude and longitude 28°33'30.41"S, 30°1'31.88"E.

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

**Ermelo**: There are operational railway lines and Over Head Traction equipment within the vicinity of the site. The proposed conservancy tank will be installed approximately 3m from a light traffic road traversing through the depot.

There are three exposed air compressor tanks in close proximity to the proposed site for the installation of the conservancy tank. The exposed compressor tanks border two sides of a building housing an air compressor. A new sanitation building that will utilize the proposed conservancy tank is currently being built. There is also a facility building within the vicinity of the proposed site which is utilized by Transnet Engineering to undertake day to day operations at the depot.

1.3. Subsoil information

A geotechnical investigation was conducted at the site and comprised the hand excavation of a test pit (to 1.0m below natural ground level) supplemented by DCP testing.

Available geological information indicates that the site is regionally underlain by sedimentary rocks (sandstone, siltstone, shale and coal seams) of the Vryheid Formation, Ecca Group of the Karoo Sequence with intrusive dolerite. The typical subsoil profile at the proposed site comprises of:

- 0.00 – 0.10 Topsoil (a loose silty sand with scattered dolerite gravels)
- 0.10 – 0.55 Fill (a variable loose to medium dense, silty sand with scattered dolerite gravels and ferruginous nodules)
- 0.55 – 1.05 Transported Hillwash (comprising of a medium dense, silty sand becoming slight clayey below 0.75m with a sporadically pinhole structure)
- 1.05+ Bottom of test pit, no refusal.

No ground water seepage encountered up to the depth of investigation. Geotechnical investigation below a depth of 1 metre can be conducted by the client upon contractor’s request.

1.4. Hidden services

*Services drawings are not available and the Contractor must conduct Works carefully.*

1.5. Other reports and publicly available information

None