NEC3 Engineering and Construction

(ECC2)

Vol. 1 Tendering Procedures

For a contract between Transnet Limited trading as Transnet Engineering (the Employer)

And

a Contractor / Supplier

For

Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Insezi in Richards Bay, KwaZulu-Natal Province

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Documentation prepared by: Banele Moshabane
TENDERING PROCEDURES

Prequalification Criteria - Only Respondents Falling in the following Categories May Respond to this RFP:

Respondent Subcontracting a minimum of 30% to 51% BO EMEs and QSEs

T1.1 Tender Notice and Invitation to Tender

TENDER NO. TE19-KLP-09B-04394

Transnet Engineering an Operating Division of TRANSNET SOC LTD (the Employer) invites tenders for: The Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Insezi in Richards Bay, KwaZulu-Natal Province.

It is estimated that tenderers should have a CIDB contractor grading designation of 7GB or 7CE or 6GPPE or 6CEPE or higher or potentially emerging enterprises that satisfy the criteria stated in the Tender data.

1. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the B-BBEE Preference Points Claim Form in section T1.4 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 award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to 80/20 system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

Respondents are required to complete Section T1.4 [the B-BBEE Preference Point Claim Form] and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent’s compliance with the B-BBEE requirements stipulated in Section T1.4 of this NEC (the B-BBEE Preference Points Claim Form) at the Closing Date of this NEC, will result in a score of zero being allocated for B-BBEE.

B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP 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 RFP 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 8 [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 NEC will result in a score of zero being allocated for B-BBEE.

Subcontracting

Transnet fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to Exempted Micro Enterprises (EMEs), Start-up companies and Qualifying Small Enterprises (QSEs) which are Black Owned, Black Women Owned, Black Youth Owned, companies owned by Black People with Disabilities, including any companies designated as B-BBEE Facilitators

As prequalification criteria to participate in this RFP, Respondents are required to subcontract a minimum of 30% [thirty percent] of the value of the contract to one or more of the following designated groups:

- an EME or QSE which is at least 51% owned by Black People;

A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.

Respondents are required to select suppliers to subcontract from a list that Transnet will make available listing all suppliers registered on the approved database of National Treasury for the required goods/services in respect of the applicable designated groups. The list is attached as Annexure I.

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

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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.
If contemplating subcontracting, a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent 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 Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with Transnet’s prior approval.

The contract will be concluded between the successful Respondent and Transnet, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

A Respondent awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

A person awarded a contract may not subcontract more than 30% [thirty 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.

In terms of Section 1.4 of this NEC [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

**Prequalification criteria for Preferential Procurement**

Respondents are to note that they are eligible to participate in this RFP should they meet one or more of the prequalification criteria for preferential procurement stipulated in paragraphs above.

**B-BBEE Improvement Plan**

Transnet encourages its Suppliers 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 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an essential returnable document with their Proposals by completion of **Annexure H** appended hereto.
2. **COMPULSORY LOCAL CONTENT THRESHOLD**

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

**Local Content Threshold**

A Local Content threshold of 70% [seventy percent] 90% [ninety percent] & 100% [hundred percent] will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent from the beginning of the contract period for the remainder of the contract term.

<table>
<thead>
<tr>
<th>Sector</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valves</td>
<td>70%</td>
</tr>
<tr>
<td>Electrical Cables</td>
<td>90%</td>
</tr>
<tr>
<td>Steel Products &amp; Components for Construction</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Steel Value-added Products**

- Fabricated Structural Steel
- Joining/Connecting Components
- Frames
- Roof and Cladding
- Fasteners
- Wire Products
- Ducting and Structural pipework
- Gutters, downpipes & lauders

**Steel Value-added Products**

- Plates
- Sheets
- Galvanised and Colour Coated Coils
- Wire Rod and Drawn Wire
- Sections
- Reinforcing bars

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

SABS approved technical specification number SATS 1286:2011

Guidance on the calculation of Local Content

[available on the DTI website: http://www.thedti.gov.za]
Mandatory RFP Annexures

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

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

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

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

Challenges meeting the Local Content Threshold

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

Local Content Obligations

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

The physical address for collection of tender documents is:

Transnet Engineering
160 Lynette Street
Kilner Park
Pretoria

Tender documents will only be available for collection between 09H00am from 23 July 2019, until 20 August 2019 10H00am (South African Time) at the e-Tender. **Kindly bring your tender document with you to the briefing session.**

All suppliers attending compulsory briefing session are required to have their PPE (Reflector jackets and safety boots) for the site visit.
Reference: TE19-KLP-09B-04394/CIDB

(a) **This tender is available at no cost.**

Any additional information or clarification will be emailed to all Respondents, if necessary.

Queries relating to the issues of these documents may be addressed to:

Name: Mrs Banele Moshabane  
Tel no: 012-391-1537  
Email: Banele.moshabane@transnet.net

Queries relating to technical information may be addressed to:

Name: Duma Mnqumevu Pr Tech Eng, MSAICE  
E mail: Duma.Mnqumevu@transnet.net

**Compulsory BRIEFING session:**

A compulsory briefing session will be held at Transnet Engineering Insezi Locomotives Depot, Main Boardroom, Richards Bay in KwaZulu-Natal Province on the 30 July 2019 at 11:00am. Please bring your tender document to the briefing session. All bidders are obliged to attend this briefing session, as failure to do so will result in disqualification of bids. Bidders are required to have their "Certificate of attendance at Clarification Meeting” signed and this forms part of mandatory returnable documents.

It is recommended that bidders send suitable technical and Supplier development representatives to attend this briefing session as they will be taken through technical stages of the RFP as well as extensive information provided on supplier development. Furthermore, it must be borne in mind that supplier development forms part of the evaluations of this tender.

Transnet will conduct post tender price negotiations with first ranked bidder, only if the prices are not market related. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

- Modify the RFP’s Goods/Services or other terms and conditions and request respondents to re-bid on any changes;  
- Reject any proposal which does not conform to the detailed instructions and specifications;  
- Disqualify proposals submitted after the stated submission deadline;  
- Not necessarily accept the lowest priced proposal;  
- Reject all proposals, if it so decides;  
- Award a contract in connection with the RFP at any time after the RFP’s closing date;  
- Award only a portion of the proposed goods/services which are reflected in the scope of the RFP;  
- Split the award of the contract between more than one supplier; or  
- Make no award of a contract.

The successful tenderer will be required to enter into a NEC3 (ECC) Option B Contract (priced contract with Bill of Quantities).
PROPOSAL SUBMISSION

Proposals in duplicate [1 original and 1 copy] must reach the Secretariat, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Tender No: TE19-KLP-098-04394

Description: Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Inzezi in Richards Bay, KwaZulu-Natal Province.

Closing date and time: Tuesday 20th August 2019, 10H00am South African Time

Closing address: TRANSNET ENGINEERING TENDER BOX, 160 LYNETTE STREET, KILNER PARK, PRETORIA

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

DELIVERY INSTRUCTIONS FOR TENDER DOCUMENT

Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the address below, and should be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
160 LYNETTE STREET, KILNERPARK
PRETORIA
TENDER BOX

Please note: The measurements of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not 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.

It should also be noted that the above tender box is accessible to the public from 06h00am to 20h00pm daily, 7 days a week.

Dispatch by courier

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

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
160 LYNETTE STREET
KILNER PARK
PRETORIA

Please note that this tender closes punctually at 10H00 am (South African Time) on Tuesday 20th August 2019.

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

The responses to this tender will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
Envelopes must not contain documents relating to any tender other than that shown on the envelope.

Tenders may only be submitted on the tender documentation that is issued.

**COMMUNICATION**

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this tender between the closing date and the date of the award of the business.

**For all technical or tender document queries, clarification questions can be submitted to Transnet as from 30 July 2019 until 15 August 2019 before 10:00am. Please note that no further queries will be accepted after 10:00 am on 15 August 2019.** In the interest of fairness and transparency Transnet’s response to such a query will be made available to the other Respondents who have collected tender documents. For this purpose, Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

After the closing date of the tender, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 012 391 1519, email Vuyisile.Dhlamini@transnet.net on any matter relating to the tender Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

Disputes regarding the bidding process must be settled by the Procurement Ombudsman.

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**T1.2 Tender Data**

The conditions of tender are the latest Standard Conditions of Tender published by the CIDB in terms of its Standard for Uniformity in Construction Procurement. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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.

Please read the relevant clauses in the Standard Conditions of Tender before you enter data. Guidance notes to assist the compiler are in italics using ‘hidden text format’ and given below each line of Data.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The employer is Transnet Limited trading as Transnet Engineering</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the employer comprise:</td>
</tr>
<tr>
<td>Volume 1: Tendering procedures</td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td>T1.3 CIDB Standard Conditions of Tender</td>
</tr>
<tr>
<td></td>
<td>T1.4 B-BBEE Preference Points Claim Form</td>
</tr>
</tbody>
</table>
The employer’s agent is:

Name: Mr. Duma Mnqumevu Pr Tech Eng, MSAICE
Address: Project Support Office
          Kilner Park
          Pretoria
Tel No: 012 842 6712
E-mail: Duma.Mnqumevu@transnet.net

Transnet will conduct post tender price negotiations with first ranked bidder, only if the prices are not market related. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 7GB or 7CE class of construction work; and

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: 6GPPE or 6CEPE.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 7GB or 7CE or 6GBPE or 7CEPE class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7GB or 7CE or 6GBPE or 6CEPE class of construction work.

The compulsory briefing session will be held at the below venue:

Location: Transnet Engineering: Insezi Locomotives Depot, Richards Bay
Date: 30 July 2019
Starting time: 11:00am (South African Time)
Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to bidders. In addition, tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative, tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.

Alternative tender offers will only be considered under the following conditions:

- If a bidder also submits a main offer strictly in accordance with all the requirements stated in the RFP
- Unless the alternative tender stipulates to the contrary, it shall be assumed that the period for completion of the works shall be the same as for the original design
- If alternatives are submitted, tenderers are required to submit a separate tender for each alternative offer with full details of changes to the Pricing Data including Pricing assumptions and Activity Schedule
- Tenderers must ensure that the Activity Schedule and alternative Activity Schedule are duly completed and no items left unpriced
- The Form of Offer and Acceptance and Contract Data Part 1 and Part 2 relating to the alternative tender and all returnable schedules are to be completed in full in respect of the alternative offer
- Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
- Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.

- The Employer will not be bound to consider any alternative offer and Tenderers submit alternative offers at their own risk.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.

F.2.13.5 F2.15.1 The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

<table>
<thead>
<tr>
<th>Location of tender box</th>
<th>Transnet Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynette Street</td>
<td>Kilner Park</td>
</tr>
<tr>
<td>Pretoria</td>
<td></td>
</tr>
</tbody>
</table>

Please note: The measurements of the “tender slot” are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not 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.

It should also be noted that the above tender box is accessible to the public from 06h00am to 20h00pm daily, 7 days a week.

Physical address: TRANSNET ACQUISITION COUNCIL
160 LYNETTE STREET, KILNERPARK
PRETORIA
TENDER BOX
Identification details: The tender documents must be submitted in a sealed envelope labelled with:
- The Project Name: Construction of a New Underfloor Wheel Lathe Workshop
- The Tender Number: TE19-KLP-09B-04394
- The Tender Description: Construction of a New Underfloor Wheel Lathe Workshop

Documents must be marked for the attention of: The Contract Manager: Mrs Banele Moshabane

Postal address: The Chairperson
Transnet Engineering Divisional Acquisition Council,
PO Box 15912
Lynn East
0039

Addressed to:
THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
160 LYNETTE STREET, KILNERPARK
PRETORIA

F.2.13 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is Tuesday the 20 August 2019 10H00am.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 120 business days from the closing date.

F.2.23 The tenderer is required to submit the following with a tender:

1. NEW TAX COMPLIANCE STATUS (TCS) SYSTEM
   SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.
   Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:
   Tax reference number, Tax Clearance Certificate & TCC Number: _________And PIN:__________

2. B-BBEE Certificate;
3. Either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F007);

The score for financial offers of remaining responsive tender offers using the following formula:

\[ W_i = \frac{1 - (P - P_m)}{P_m} \]

Where \( W_i \) is equal to 80:
1) \( P_m \) is the comparative offer of the most favourable tender offer.
2) \( P \) is the comparative offer of tender offer under consideration.
PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA:

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:

**STAGE ONE:** Test for Administrative Responsiveness

**STAGE TWO:** Test for Substantive Responsiveness to RFP/NEC

Prequalification Criteria - Only Respondents Falling in the following Categories May Respond to this RFP: A Respondent Subcontracting A Minimum Of 30% to 51% BO EMEs and QSEs

**STAGE THREE: LOCAL CONTENT THRESHOLD**

<table>
<thead>
<tr>
<th>Sector</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Steel Value-added Products</td>
<td></td>
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<tr>
<td>• Plates</td>
<td></td>
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<td>• Sheets</td>
<td></td>
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<tr>
<td>• Galvanised and Colour Coated Coils</td>
<td></td>
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<tr>
<td>• Wire Rod and Drawn Wire</td>
<td></td>
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<tr>
<td>• Sections</td>
<td></td>
</tr>
<tr>
<td>• Reinforcing bars</td>
<td></td>
</tr>
</tbody>
</table>

**STAGE FOUR:** Test Minimum Threshold of 70% for Technical Criteria and Functional Requirements.

Tenders will be evaluated for functionality to determine the tenderer’s capability and state of readiness to undertake a project of this nature and magnitude. Only those tenders that score a minimum of seventy (70%) total evaluation points for quality (under the evaluation criteria shown in the table below for Stage 4 evaluation) and will go through to Stage 5 evaluation for Price and Preference points. However, the points scored by tenderers for quality will not be added to the next stage of evaluation.

A tenderer’s failure to submit the requisite documentation and/or information as prescribed hereunder as well as in the relevant forms of the tender document to enable the evaluation of a bidders tender will result in no points being awarded to the tenderer under the affected evaluation criteria.
Tenders that do not meet the minimum total evaluation score seventy (70%) points for functionality will not be evaluated any further and will be disqualified.

**STAGE FIVE:** Evaluation For Price And Preference (80/20)

This stage will be evaluated based on the PPPFA of the PMFA 2000

Preference points will be awarded in accordance with B-BBEE Status Level of Contributor as stipulated in the revised Preferential Procurement Regulations of 2017 that have been issued in terms of section 5 of the Preferential Procurement Policy Framework Act (PPPFA) of 2000. Upon request by the Employer, the Tenderer undertakes to provide adequate documentation to fully justify his points claim. Failure to provide any justification shall result in the tender being rejected. The Employer may evaluate the justification documentation independently and shall in such cases, in the evaluation of the tender, determine, at own sole discretion, the quality points applicable. The BBBEE certificate must be issued or verified by SANAS (SA National Accreditation System) accredited agency.
Part T1: Tendering Procedures

Stage 1: Administrative Test
- RETURNABLE DOCUMENTS & SCHEDULES

Stage 2: Substantive Test
- PRE-QUALIFICATION
  - 30% Subcontracting to 51% EMEs & QSEs

Stage 3: Local Content
- 70%, 90%, 100% Minimum Threshold

Stage 4: Weighted Scoring / 100
- 80/20
  - Price/ (80%)
  - B-BBEE (20%) Scorecard

Stage 5: Post Tender Negotiation, Final Weighted Score & Final Award
- Final evaluation in terms of 80/20
- Final award of contract

Stage 6: Post Tender Negotiation
- Price negotiation with first ranked bidder, if prices are market related.
Technical Criteria and Functional Requirements Breakdown is as follows:

### Technical

<table>
<thead>
<tr>
<th>No.</th>
<th>Pre-Qualification Criteria</th>
<th>Weightings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DESCRIPTION (The technical evaluation will be used as a threshold. All bidders who do not meet the minimum threshold of 70% will not proceed to the final stage of evaluation.)</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Compliance to specification: Compliance with the specification including Completing the Specification Compliance matrix and signing of the specification (Sign on each page) Points allocation will be broken down as follows: Fully Compliant = 40 points Not Compliant= 0 points (non-compliance to any of the clauses of the specification and the compliance matrix )</td>
<td>40</td>
</tr>
<tr>
<td>2.</td>
<td>Organization and staffing. Reporting Structure (Organogram) to be used for this contract (the organogram must be in line with the key staff personnel and the supporting specialists required) Key staff personnel with at least a minimum of 3 years’ experience (Contractors Main Staff CV's to be submitted): Project Manager/Contracts Manager (2 points) Health and Safety Officer (1.5 points) Environmental Specialist (2 points) General Forman (1.5 points) Supporting Specialist professional personnel with at least a minimum of 3 years’ experience (CV’s in relation to the scope of work to be submitted): Architectural and Structural Engineer(s) (3 points) Civil and Perway Engineer(s) (3 points) Electrical and OHTE Engineer(s) (3 points) Mechanical Engineer (2 points) Quantity Surveyor (2 points) Full points will be allocated only in the case specialist professionals will be able to provide full supporting services required for each discipline.</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Lead time (Proposed delivery Schedule with time frames) Clear reasonable program with detailed activities and time frames = 20 points (8 months or less) Clear reasonable program with detailed activities but longer time frames = 10 points (9 - 12 months) Submitted a program but not clear / detailed or reasonable = 5 points (13 - 18 months) No program submitted = 0 points (18 months or</td>
<td>20</td>
</tr>
</tbody>
</table>
4. **Successfully completed projects of similar nature**
Supplier to provide references from previous customers and provide reference letter from the client to prove experience. *(refer p57)*

Point allocation will be broken down as follows:
- 3 or more projects of similar nature = 10 points
- 2 projects of similar nature = 5 points
- 1 or any projects under the same grade = 2.5 points
- 0 project = 0 points

5. **SHE plan and requirements:**
The tenderer must provide their health and safety plan and their environmental management policy and standard environmental management plan.

The following documents is to be part of their SHE plan:
- Valid letter of good standing with insurance body.
- Roles and responsibilities of legal appointees.
- SHE Officer roles and responsibilities.
- Safety, Health & Environmental Policies.
- Overview of Tenderer’s SHE system for project.
- List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
- Overview of selection process of subcontractors.
- SHE challenges envisaged for the project and how they will be addressed and overcome.
- Signed statement acknowledging receipt and budget provision for SHE pack requirements.

**Points allocation will be broken down as follows:**
- Fully Compliant = 10 points
- Partially Compliant = 5 points
- Not Compliant = 0 points

<table>
<thead>
<tr>
<th>Total Weighting:</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum qualifying score required:</td>
<td>70</td>
</tr>
</tbody>
</table>
Tender offers will only be accepted if:

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

b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

c) the tenderer has not:
   i) abused the Employer’s Supply Chain Management System; or
   ii) failed to perform on any previous contract and has been given a written notice to this effect; and

f) has 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.

The number of paper copies of the signed contract to be provided by the employer is one.

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bill of Quantities in the works Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

2. Transnet will make no advance payment for materials, plant and/or equipment supplied by the Tenderer.

3. Should the Tenderer fail to complete the Works by the date stipulated in the contract, or such extended date/s as maybe allowed by Transnet, the tenderer shall pay Transnet as penalties in terms of the conventional Penalties Act. 1962 as amended, the tenderer shall pay to Transnet as penalties R 5 000-00 per calendar day for each calendar day or part thereof during which the works or any stage thereof remains incomplete.

Tenderers may not form any joint ventures without the permission of the employer.

1.3 CIDB Standard Conditions of Tender

These standard conditions of tender are prescribed by the Standard for Uniformity in Construction Procurement for use by all organs of State.
submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

a) Conflict of interest means any situation in which:
   i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
   ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) Comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

e) Organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) Functionality means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer’s agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable tenders are received.
F1.5.2 The decision to cancel a tender must be published in the website and in the Government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure /Not Applicable

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderer/s shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2 /Not Applicable

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

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

F.2 Tenderer’s obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time
F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F.2.23 Certificates
Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer’s or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetical errors in:

   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

   ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Methods: 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where
- \( Ps \) = Points scored for comparative price of tender or offer under consideration;
- \( Pt \) = Comparative price of tender or offer under consideration; and
- \( P_{\text{min}} \) = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</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>16</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>

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R 1 million**

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

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

*Where*

- \( P_s \) = Points scored for comparative price of tender or offer under consideration;
- \( P_t \) = Comparative price of tender or offer under consideration; and
- \( P_{min} \) = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE status level of contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

**F.3.11.7 Scoring Price**

Score price of remaining responsive tender offers using the following formula:

\[ N_{FO} = W_1 \times A \]

*where:*

- \( N_{FO} \) is the number of tender evaluation points awarded for price.
- \( W_1 \) is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
- \( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**
### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

\[
N_Q = W_2 \times S_Q / M_S
\]

where:
- \(S_Q\) is the score for quality allocated to the submission under consideration;
- \(M_S\) is the maximum possible score for quality in respect of a submission; and
- \(W_2\) is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

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

### F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

**F.3.15 Complete adjudicator’s contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer’s acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer’s acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F.3.19 Transparency in the procurement process**

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer’s website.

F3.19.8 Records of such disclosed information must be retained for audit purposes.

**T1.4: B-BBEE PREFERENCE POINTS CLAIM FORM**

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, 2017.

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points for Price and B-BBEE must not exceed</strong></td>
<td><strong>100</strong></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. Certificates issued by a Registered Auditor approved by the Independent Board of Auditors [IRBA] to Large Enterprises or QSEs with less than 51% black ownership have been discontinued but such valid certificates that were issued before 1 January 2017 may be used until they phase out completely by December 2017.

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) “Black designated group” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

(f) “Black People” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.

(g) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(h) “CIPC” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(i) “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;

(j) “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;

(k) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(l) “co-operative” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

(m) “Designated Group” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)

(n) “Designated Sector” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)

(o) “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);

(p) “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;

(q) “functionality” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(r) “Military Veteran” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011)

(s) “National Treasury” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);

(t) “non-firm prices” means all prices other than “firm” prices;
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 PREFERENCE POINT SYSTEMS

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

<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 an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore, EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances, Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

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

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

5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

5.6 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.

5.7 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.

5.8 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.

5.9 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 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit for EMEs and QSEs who are 51% or More Black People Owned.

8. SUB-CONTRACTING

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

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME ✔</th>
<th>QSE ✔</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

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

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

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

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

(f) forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>WITNESSES</th>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

DATE: .............................................
ADDRESS ...........................................
..................................................
Vol. 2 Returnable Documents

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

**Returnable Documents required for tender evaluation purposes**

<table>
<thead>
<tr>
<th>Mandatory Returnable Documents</th>
<th>To be returned with tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Certificate of Attendance at Clarification Meeting</td>
<td></td>
</tr>
<tr>
<td>• Form of Offer and Acceptance</td>
<td></td>
</tr>
<tr>
<td>• Record of Addenda to Tender Documents</td>
<td></td>
</tr>
<tr>
<td>• CIDB certificate</td>
<td></td>
</tr>
<tr>
<td>• Commitment of pre-qualifying subcontracting commitments to subcontractors falling in the selected designated group as indicated in T1.4: B-BBEE Preference Points Claim Form</td>
<td></td>
</tr>
<tr>
<td>• ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2]</td>
<td></td>
</tr>
<tr>
<td>• ANNEXURE C – Local Content Declaration: Summary Schedule</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Returnable Documents</th>
<th>To be returned with tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>• B-BBEE certification</td>
<td></td>
</tr>
<tr>
<td>• Tender/Vendor Declaration Affidavit</td>
<td></td>
</tr>
<tr>
<td>• ID copies of Directors</td>
<td></td>
</tr>
<tr>
<td>• Letter from the bank with the bank stamp</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Subcontractors</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Equipment</td>
<td></td>
</tr>
<tr>
<td>• Company registration documents</td>
<td></td>
</tr>
<tr>
<td>• Valid Tax Clearance Certificate</td>
<td></td>
</tr>
<tr>
<td>• Annexure F: BBEE Improvement Plan</td>
<td></td>
</tr>
<tr>
<td>• Valid and original (or a certified copy) of proof of Respondent’s compliance to B-BBEE requirements stipulated in T1.4 of the NEC</td>
<td></td>
</tr>
<tr>
<td>• T1.4: B-BBEE Preference Points Claim Form</td>
<td></td>
</tr>
<tr>
<td>• ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C</td>
<td></td>
</tr>
<tr>
<td>• ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C</td>
<td></td>
</tr>
<tr>
<td>• Certificate of authority for joint ventures (where applicable)</td>
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<td>• Certificate of authority for Signatory (Resolution by Board)</td>
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<tr>
<td>• An original valid Tax Clearance Certificate issued by the South African Revenue Services</td>
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<tr>
<td>• Letter of Good Standing with the Compensation Commissioner</td>
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<tr>
<td>• Safety Plan in accordance with the Construction Regulations, 2014</td>
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<tr>
<td>• Quality Assurance Plan</td>
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<tr>
<td>• Programme and Method statements</td>
<td></td>
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<tr>
<td>• Form of Intent to provide Performance Bond/ Performance Bond</td>
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</tr>
<tr>
<td>• Proposed Amendments and Qualifications</td>
<td></td>
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<tr>
<td>• 2 Years Financial Statement</td>
<td></td>
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<tr>
<td>• Programme and Method statements</td>
<td></td>
</tr>
</tbody>
</table>
### Part T2:

#### T2.1 Returnable documents

- Form of Intent to provide Performance Bond
- Proposed Amendments and Qualifications
- Proposed Organization and Staffing
- Experience of the Key Staff
- Schedule of the Tenderer’s Experience
- Statement of similar Works successfully carried out by Tenderer

#### T2.2 Returnable schedules

- Certificate of Attendance at Clarification Meeting
- Vendor/Tender Declaration Affidavit
- Schedule of the Tenderer’s Experience
- Statement of similar Works successfully carried out by Tenderer
- Experience of the Key Staff
- Schedule of Proposed Subcontractors
- Schedule of Equipment
- Record of Addenda to Tender Documents
- ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2]
- ANNEXURE C – Local Content Declaration: Summary Schedule
- Commitment of pre-qualifying subcontracting commitments to subcontractors falling in the selected designated group as indicated in T1.4: B-BBEE Preference Points Claim Form

**Other documents required for tender evaluation purposes**

3. **C1.1 Form of Offer and Acceptance**

4. **C1.2 Contract Data (Part 2)**

5. **C2.2 Completed Bill of quantities (BOQ)**

6. **CIDB Registration Certificate**

7. **BBBEE Certificate**

(Attach actual schedules)
Certificate of attendance at Clarification Meeting

This is to certify that

__________________________________________________ (Tenderer)

of

__________________________________________________  (address)

__________________________________________________________________________

was represented by the person(s) named below at the compulsory meeting held for all tenderers at Insezi Locomotives Depot, Main Boardroom, on 25th June 2019 starting at 11:00am.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:  ___________________________  Signature  ___________________________
Capacity:  ___________________________

Name:  ___________________________  Signature  ___________________________
Capacity:  ___________________________

Attendance of the above persons at the meeting is confirmed by the Employer’s representative, namely:

__________________________________________________
TRANSNET’S REPRESENTATIVE (Signature)

__________________________
Banele Moshabane
FULL NAMES & SURNAME
DATE _________________________
APPLICABLE TO SOUTH AFRICAN BASED VENDORS / CONTRACTORS TENDERING FOR TRANSNET’S PROCUREMENT REQUIREMENTS

TENDER / VENDOR DECLARATION AFFIDAVIT

GENERAL INFORMATION

1. Is this a new application or an update on existing information?
   - New Application
   - Update

2. Name of Firm / Bidder (and trading name if applicable):

3. Did the company previously operate under another name?
   - Yes
   - No

   If Yes, state its previous name: ________________________________

4. Who were its previous owners/partners/directors?

<table>
<thead>
<tr>
<th>SURNAME &amp; INITIALS</th>
<th>BLACK</th>
<th>ID NUMBERS</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
## A. TYPE OF FIRM

1. **Business status:** Transnet distinguishes between Investors, Operators, Agents and Community ventures. (See Definitions section).

<table>
<thead>
<tr>
<th>Type of Firm</th>
<th>Business Status *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole trader</td>
<td></td>
</tr>
<tr>
<td>Close Corporation</td>
<td></td>
</tr>
<tr>
<td>Company (Proprietary) Limited</td>
<td></td>
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<tr>
<td>Partnership</td>
<td></td>
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<tr>
<td>Company Limited</td>
<td></td>
</tr>
<tr>
<td>NGO/ Professional membership/clubs</td>
<td></td>
</tr>
<tr>
<td>State-owned Enterprise/ Governmental</td>
<td></td>
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<tr>
<td>#Joint venture</td>
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<tr>
<td>Other (Specify)</td>
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</tbody>
</table>

* Joint ventures: Both partners to complete the Tender declaration affidavit.

**Business status:** Transnet distinguishes between **Investors, Operators, Agents and Community ventures.**

**Investors** = Business Ventures whose owners have invested money purely for the purpose of return on their investment, but who do not get involved in day to day operations. The company which is a legal entity in its own right is managed by its own management team who do not necessarily have to own any shares, in which case the investor owns the company 100% e.g. a medical doctor who funded a parcels courier company. One could also get combinations of the above: e.g. the investor (medical doctor) or a Pension- or Provident fund holds 60% shares and the Management Team (operator) of the Courier Company holds the other 40% - The business status would then be Investor 60% / Operator 40%.
Operators = The owners own the Company and are responsible for the day-to-day running of the business. i.e. they are in the executive positions and actively and independently operate this independent legal entity.

Agents = The owners own some or all of the shares in the company, which although it is a separate legal entity, does not operate independently but is reliant on another business enterprise, or represents that business enterprise. It is not actively involved in the core focus activity of that company but in a supplementary function e.g. a marketing arm or agent for a tyre manufacturing company.

Community ventures = groups of individuals who obtain (or are given) ownership and management representation in a business venture, whether in the form of a Section 21 Company, an NGO or a Pressure Groups (e.g. BMF), which would otherwise i.e. without the assistance of the Funder, not have been able to start the Business venture on their own. e.g. an African craft / gift shop, or African Cuisine Restaurant operating in the Kruger National Park.

B. ENTERPRISE STATUS

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>What is the current value of the enterprise?</td>
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<tr>
<td>What is the enterprise’s turnover per annum?</td>
<td></td>
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<tr>
<td>What is the enterprise’s total number of employees, including contract employees employed for more than 3 months?</td>
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<tr>
<td>What was the enterprise’s EBITDA for the year under review?</td>
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<tr>
<td>What was the enterprise’s Total Payroll for the year under review?</td>
<td></td>
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<tr>
<td>Has the enterprise been verified by a BEE Agency before?</td>
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<tr>
<td>If Yes, please name the verification agency</td>
<td></td>
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<tr>
<td>If Yes, please provide the date of the verification</td>
<td></td>
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<tr>
<td>If Yes, what was the BEE Score?</td>
<td></td>
</tr>
<tr>
<td>Please attach the verification certificate to your response.</td>
<td></td>
</tr>
<tr>
<td>What is the enterprises main business activity?</td>
<td></td>
</tr>
<tr>
<td>What types of Services/Goods does your company provide?</td>
<td></td>
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<tr>
<td>When did the enterprise start operating?</td>
<td></td>
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<tr>
<td>Which sector Charter does your Enterprise subscribe to if any?</td>
<td>Financial</td>
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<td>ICT</td>
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<td>Construction</td>
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<td>Property</td>
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<td>Health</td>
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<td>Advertising</td>
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<td>Transport</td>
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<td>Other (specify)</td>
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</tbody>
</table>

1. Indicate the business sector in which your company is involved/operating:

<table>
<thead>
<tr>
<th>BUSINESS SECTOR</th>
<th>BUSINESS SECTOR</th>
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</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>Mining and Quarrying</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>Construction</td>
</tr>
<tr>
<td>Electricity, Gas and Water</td>
<td>Finance and Business Services</td>
</tr>
<tr>
<td>Retail, Motor Trade and Repair Services</td>
<td>Community, Social and Personal Services</td>
</tr>
<tr>
<td>Catering, Accommodation and Other Trade</td>
<td>Transport, Storage and Communications</td>
</tr>
</tbody>
</table>
C. BRANCHES AND LOCATIONS

1. Indicate number of, and location of your distribution centres / offices / branches / outlets in the following Provinces:

<table>
<thead>
<tr>
<th>Gauteng</th>
<th>MP</th>
<th>North-W</th>
<th>Limpopo</th>
<th>Free state</th>
<th>E C</th>
<th>KZN</th>
<th>W C</th>
<th>N C</th>
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</table>

D. FACILITIES SHARED

1. Are any facilities shared?
   - Yes
   - No

2. If yes, which facilities are shared?: ________________________________

3. Name of the Company / Organization with whom you are sharing the facility: ________________________________

4. Describe all property agreements relating to facilities used by your company and the nature of the agreement indicating whether the facilities are leased or owned:

5. FACILITY | ANNUAL RENTAL AMOUNT | OWNER | AGREEMENT: VERBAL OR WRITTEN
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</table>

E. TRADE ASSOCIATIONS/PROFESSIONAL BODIES

1. Provide details of Trade Associations/Professional Bodies in which you have membership:

<table>
<thead>
<tr>
<th>NAME OF ASSOCIATION</th>
<th>SINCE</th>
<th>VOTING</th>
<th>TYPE</th>
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</table>

F. OWNERSHIP

1. Please provide the following information

   Percentage of exercisable voting rights held by black people?
   Percentage of exercisable voting rights held by black women?
   Percentage economic interest to which black people are entitled?
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the deemed current value of the economic interest to which black people are entitled?</td>
<td></td>
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<tr>
<td>Percentage economic interest to which black women are entitled</td>
<td></td>
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<tr>
<td>Percentage economic interest to which black designated groups are entitled?</td>
<td></td>
</tr>
<tr>
<td>Percentage economic interest to which black Deemed Participants of Broad-Based Ownership Schemes are entitled?</td>
<td></td>
</tr>
<tr>
<td>Percentage economic interest to which black new entrants are entitled?</td>
<td></td>
</tr>
<tr>
<td>Percentage economic interest to which black Deemed Participants in Distribution Schemes or Employee Schemes are entitled?</td>
<td></td>
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<tr>
<td>Are there any mechanisms (such as cessions or pledges) in place, which reserve the rights of those holding the &quot;Shares&quot; to any third parties? (Yes/No)</td>
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<tr>
<td>What Percentage of the equity interest, to which black people are entitled, is fully paid off?</td>
<td></td>
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<tr>
<td>Have you sold an asset or a business to black people in whole or in part?</td>
<td></td>
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<tr>
<td>If so, indicate the percentage equity held by black people?</td>
<td></td>
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<tr>
<td>Indicate the value of the asset or business on the date of measurement?</td>
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</tbody>
</table>
2. Please supply information on all your shareholders who are natural or legal persons and insert × where applicable:

<table>
<thead>
<tr>
<th>Name and ID number or company registration number</th>
<th>% Shares held</th>
<th>Black person</th>
<th>Black woman</th>
<th>Black designated group</th>
<th>Black new entrant</th>
<th>Broad-based Distribution scheme</th>
<th>Employee scheme</th>
<th>Broad-based benefit scheme</th>
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</table>

3. Do any of the aforementioned persons have an ownership interest in another business enterprise? If so, please indicate below:

<table>
<thead>
<tr>
<th>SURNAME &amp; INITIALS</th>
<th>IDENTITY NUMBER</th>
<th>NAME &amp; ADDRESS OF OTHER FIRM</th>
<th>TITLE IN OTHER FIRM</th>
<th>% OWNED</th>
<th>% OF TIME DEVOTED TO OTHER FIRM</th>
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</table>

G. MANAGEMENT CONTROL

1. What percentage of exercisable voting rights is held by black people on the board?

<table>
<thead>
<tr>
<th>Name and ID number</th>
<th>Black</th>
<th>Black woman</th>
<th>Executive board member</th>
<th>Non-executive board member</th>
<th>Independent non-exec board member</th>
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</tbody>
</table>
2. Please provide the names of your executive management and the positions they occupy in the enterprise and insert × where appropriate

<table>
<thead>
<tr>
<th>Name and ID number</th>
<th>Position</th>
<th>Black</th>
<th>Black woman</th>
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<tbody>
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</table>

H. EMPLOYMENT EQUITY

Please attach a copy of the most recent Employment Equity report submitted to the Department of Labour.

1. Please supply actual numbers of employees (including contract employees employed for more than 3 months). Your results must exclude any employees recorded as part of executive management in the management control section above.

<table>
<thead>
<tr>
<th>Occupational Levels</th>
<th>Total employees at this level (incl. white employees)</th>
<th>Men</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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<td>I</td>
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</tbody>
</table>

Senior Management: people who plan, direct and coordinate the activities of a business/organisation and who have the authority to hire, discipline and dismiss employees

Middle Management: the level of management below senior management, including professionally qualified and experienced specialist

Junior Management: the level of management below middle management, including academically qualified workers who possess technical knowledge and experience in their chosen field

I. SKILLS DEVELOPMENT

1. Please provide the following information

Give the total amount spent on skills development on black people in addition to the skills development levy over the period under review.

Give the total amount spent on critical skills development of black people as defined by your relevant SETA.

Give the total amount spent on critical skills development of black women as defined by your relevant SETA.

What number of black employees is on SETA-accredited learnerships as a percentage of
### J. PREFERENTIAL PROCUREMENT

1. Please provide the following information

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What was your company’s total eligible procurement spend for the past 12 months?</td>
<td></td>
</tr>
<tr>
<td>What was the total value of procurement from B-BBEE enterprises (including qualifying small and exempted micro enterprises) over the same period?</td>
<td></td>
</tr>
<tr>
<td>What was the total value of procurement from qualifying small enterprises over the same period?</td>
<td></td>
</tr>
<tr>
<td>What was the total value of procurement from exempted micro enterprises over the same period?</td>
<td></td>
</tr>
</tbody>
</table>

### K. ENTERPRISE DEVELOPMENT

1. Please provide the following information

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your company have an ED Strategy/Plan? (Yes/No) (If yes, please attach)</td>
<td></td>
</tr>
<tr>
<td>What was the cumulative rand-value of non-recoverable enterprise development contributions made by your enterprise as a percentage of cumulative EBITDA during the period under review?</td>
<td></td>
</tr>
<tr>
<td>What was the cumulative rand-value of recoverable enterprise development contributions made by the enterprise as a percentage of cumulative EBITDA during the period under review?</td>
<td></td>
</tr>
</tbody>
</table>
2. Please provide details of enterprises supported under the enterprise development programme:

<table>
<thead>
<tr>
<th>Enterprise Name and Contact Person and Number</th>
<th>Turnover</th>
<th>Sector</th>
<th>Type of support</th>
<th>Rand value contributed</th>
<th>Jobs created in rural areas? (Y/N)</th>
<th>Production of goods not previously manufactured in SA? (Y/N)</th>
</tr>
</thead>
<tbody>
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</table>

L. CORPORATE SOCIAL INVESTMENT & ECONOMIC DEVELOPMENT

1. Please provide details of GENERAL CSI contributions:

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Brief description</th>
<th>Are the majority of beneficiaries black?</th>
<th>Has the programme created jobs in rural areas?</th>
<th>R value spent in year under review</th>
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</tbody>
</table>
2. Please provide details of SECTOR-SPECIFIC CSI contributions:

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Brief description</th>
<th>Are the majority of beneficiaries black?</th>
<th>Has the programme created jobs in rural areas?</th>
<th>R value spent in year under review</th>
</tr>
</thead>
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</table>

M. JOINT VENTURES

To be completed by JVs

Has the JV been specifically set up to deliver on this contract? (Y/N)

What percentage of the JV is held by black people?

What skills transfer mechanism is in place to facilitate capacity building of Black people in the JV?

What portion of the project will be subcontracted to BEE enterprises level 1-4

O. PREVIOUS CONTRACTS COMPLETED / PRESENTLY ENGAGED IN

1. List the five largest contracts/assignments completed by your company in the preceding three years:

<table>
<thead>
<tr>
<th>CONTRACT PERFORMED</th>
<th>FOR WHOM</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
<th>CONTRACT AMOUNT</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

2. List contracts that your company is presently engaged in and not yet complete:

<table>
<thead>
<tr>
<th>CONTRACT DESCRIPTION</th>
<th>LOCATION</th>
<th>FOR WHOM</th>
<th>CONTRACT AMOUNT</th>
<th>COMPLETION DATE</th>
</tr>
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</table>
3. As per 3 above, provide details of work sub-contracted:

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR</th>
<th>BEE Yes/ No</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
<th>SUBCONTRACT AMOUNT</th>
<th>% of Value Sub-contracted</th>
</tr>
</thead>
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</tbody>
</table>

1. Do you use any of Transnet divisions/companies for transporting your goods / raw materials?

Yes
No

2. If yes, kindly provide details in terms of types of goods, average value of account (per annum).

<table>
<thead>
<tr>
<th>TYPE OF RAW MATERIAL/ GOODS</th>
<th>DIVISION OF TRANSNET USED</th>
<th>AVERAGE VALUE OF ACCOUNT (PER ANNUM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>

Details of Contact Persons:

<table>
<thead>
<tr>
<th>NAME</th>
<th>DESIGNATION</th>
<th>TELEPHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

3. In the event of an application being received from other contenders in terms of the Promotion of Access to Information Act, please indicate whether your tender information may be disclosed.

Yes
No

4. May the information provided in this affidavit be shared with Transnet’s business units and third parties for reference?

<table>
<thead>
<tr>
<th>Transnet BU’s</th>
<th>Third Parties (e.g. possible business partners)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>
KINDLY ENSURE THAT THE FOLLOWING DOCUMENTATION IS ATTACHED: -
FAILURE TO ATTACH THE UNDERMENTIONED MAY RESULT IN DISQUALIFICATION

<table>
<thead>
<tr>
<th>Cancelled Used Cheque</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Copy of Identity Documents of Members/Shareholders/Directors – CC / Pty Ltd / Partnerships</td>
</tr>
<tr>
<td>Certified Copy of Share Certificates / CK1 &amp; CK2</td>
</tr>
<tr>
<td>Certified Copy of Financial Statements (For the past three years) including Balance Sheets</td>
</tr>
<tr>
<td>Certified Copy of Employment Equity Plan / Training Plan – applicable to companies employing over 50 people</td>
</tr>
<tr>
<td>Memorandum of Agreements/Member/Partnership Agreements where applicable.</td>
</tr>
<tr>
<td>Other Relevant Documentation</td>
</tr>
</tbody>
</table>

NB: Please note that Affidavit has to be signed by a Commissioner of Oaths

DECLARATION

I / we hereby guarantee that the above information given by me/us to you in respect of the details of my/our bank/building society account are correct and I/we hereby indemnify Transnet from any loss and/or damages howsoever caused that I/we or any other party may suffer as a result of the said information being incorrect.

Changes to our bank account will be given to Transnet in writing, together with a confirmation letter from our bankers.

I, the undersigned warrant that I am duly authorized to complete and sign these documents on behalf of the firm/organization and that the information furnished is true and correct.

I also agree that, in the event of false, incorrect or misleading information being provided in this declaration, Transnet shall have the right to: -

- Repudiate any contract that may have been awarded; and/or
- Recover any losses or damages sustained by Transnet as a result of the award of any contract; and/or
- Restrict the tenderer from further business with Transnet for a period between one year to three years depending on Transnet's view on the seriousness of the misconduct and the degree of prejudice suffered by Transnet.

NAME: ____________________________

IDENTITY NO: ________________________

SIGNATURE: _________________________

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF: -

_____________________________________________________________
(FIRM / ORGANISATION):

ADDRESS: ____________________________________________________

_________________________ DATE: _____________________________

TELEPHONE: ___________________ DATE: ____________________________

COMMISSIONER OF OATHS:

NAME: __________________________

DATE: __________________________

SIGNATURE: ____________________

TELEPHONE NO: ________________________
### Q. DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accredited BEE verification agency</td>
<td>An enterprise that has been accredited by SANAS on behalf of the dti, who meet the minimum technical and black economic empowerment criteria for rating agencies and whose main role is to provide an independent opinion on the BBBEE status of an enterprise.</td>
</tr>
<tr>
<td>BBBEE enterprises</td>
<td>Enterprises whose B-BBEE score in terms of a sector scorecard which has been issued as a code of practice or in terms of the dti’s generic scorecard has been verified by an accredited verification agency.</td>
</tr>
<tr>
<td>Black aged people</td>
<td>Black people who are also aged people as defined in the Aged Persons Act 81 of 1967, as amended or substituted.</td>
</tr>
<tr>
<td>Black designated groups</td>
<td>Black workers, black unemployed people, black youth, black aged people, black disabled people and black people living in rural areas.</td>
</tr>
<tr>
<td>Black disabled people</td>
<td>Black people who also satisfy the criteria in the definition of ‘persons with disabilities’ set forth in paragraph 5.1 of the “code of good practice on the employment of people with disabilities” (as amended or substituted from time to time) issued in terms of section 54(1)(a) of the Employment Equity Act.</td>
</tr>
<tr>
<td>Black unemployed people</td>
<td>Black people, who are unemployed, are not attending or are not required by law to attend an educational institution and who are not awaiting admission to an educational institution.</td>
</tr>
<tr>
<td>Black women</td>
<td>Black people who are women.</td>
</tr>
<tr>
<td>Black workers</td>
<td>Black people who are also employees as defined in the Employment Equity Act but specifically excludes senior managerial staff as contemplated in section 78 of the Labour Relations Act 66 of 1995 as amended or substituted;</td>
</tr>
<tr>
<td>Black youth</td>
<td>Black persons who are also youth as defined in the National Youth Commission Act 19 of 1996, as amended or substituted;</td>
</tr>
<tr>
<td>Black new entrant</td>
<td>A black participant(s) (which includes without limitation, black participants in broad-based ownership schemes) holding in aggregate in excess of 5% of the total voting rights and economic interest in a measured enterprises who has not, prior to their acquisition of their equity interest in a measured enterprise, concluded similar transactions in respect of any other enterprise, which in aggregate have a cumulative value of R20 million measured in accordance with an acceptable valuation standard.</td>
</tr>
<tr>
<td>Black people / Blacks</td>
<td>Africans, Coloureds and Indians in terms of the BBBEE Act, 53 of 2003 and read in conjunction with the definition in the dti Codes of Good Practice.</td>
</tr>
<tr>
<td>Broad-based Black Economic Empowerment</td>
<td>The economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include, but are not limited to – Increasing the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises; Targeted procurement; and investment in enterprises that are owned or managed by black people; Human resources and skills development; Achieving equitable representation in all occupational categories and levels in the workforce; Facilitating the provision of additional skills to black employees at all levels in the workforce.</td>
</tr>
<tr>
<td>Broad-based ownership scheme</td>
<td>A juristic person, a trust or a common law association of persons constituted with the view to facilitating the participation of specified natural persons in the benefit flowing from the ownership by that scheme or it fiduciaries of an Equity Interest in an Enterprises(s). In relation to this definition, the following additional definitions of Ownership Scheme are provided: Distribution Scheme” means a Broad-Based Ownership Scheme whereby a broad base of natural person (such as a community or a broad-based group of natural persons including, without limitation, black women and black designated groups) are intended to received distributions from the Scheme payable from Economic Interest received by the scheme or the fiduciaries of the scheme; and “Benefit Scheme” means a Broad-Based Ownership Scheme whereby a broad base of more than 50 natural persons (such as a community or a broad-based group of natural persons</td>
</tr>
</tbody>
</table>
including, without limitation black women and black designated groups) are intended to benefit from Economic Interest received by the scheme or the fiduciaries of the scheme without their actually receiving distributions payable from such Economic Interest.

Business status

Investors = Business Ventures whose owners have invested money purely for the purpose of return on their investment, but who do not get involved in day to day operations. The company which is a legal entity in its own right is managed by its own management team who do not necessarily have to own any shares, in which case the investor owns the company 100% e.g. a medical doctor who funded a parcels courier company. One could also get combinations of the above: e.g. the investor (medical doctor) or a Pension or Provident fund holds 60% shares and the Management Team (operator) of the Courier Company holds the other 40% - The business status would then be Investor 60% / Operator 40%

Operators = The owners own the Company and are responsible for the day-to-day running of the business. i.e. they are in the executive positions and actively and independently operate this independent legal entity.

Agents = The owners own some or all of the shares in the company, which although it is a separate legal entity, does not operate independently but is reliant on another business enterprise, or represents that business enterprise. It is not actively involved in the core focus activity of that company but in a supplementary function e.g. a marketing arm or agent for a tyre manufacturing company.

Community ventures = groups of individuals who obtain (or are given) ownership and management representation in a business venture, whether in the form of a Section 21 Company, an NGO or a Pressure Groups (e.g. BMF), which would otherwise i.e. without the assistance of the Funder, not have been able to start the Business venture on their own. e.g. an African craft / gift shop, or African Cuisine Restaurant operating in the Kruger National Park.

Corporate social investment

CSI projects are those that are aimed primarily at black groups, communities and individuals that contribute towards transformation and have a strong developmental approach.

Critical skills

Critical skills are to be developed by each SETA in line with Success Indicator 1.1 and Lever 1.1 of the National Skills Development Strategy. Each company is to be guided by its relevant SETA in determining the critical skills in its main spheres/areas of operation.

Deemed current value:

The value of the instrument(s) to which a black participant's economic interest and voting rights attaches in the enterprise upon the date of measurement plus the current value of any third party rights or claims that may exist against that black participant as a result of the financing of the acquisition of the instrument(s) (including without limitation, the value of all interest payable in respect of any such rights or claims) upon the date of measurement, minus the value of economic interest received since date of acquisition of the instrument(s) upon the date of measurement, divided by the current value of the enterprise upon the date of measurement.

Deemed participant

A natural person member, shareholder, beneficiary or other natural person entitled to receive a distribution or a benefit from a Broad-Based Ownership Scheme or a trust. The terms “distribution” and “benefit” are to be interpreted with reference to the definitions provided in respect of Broad-Based Ownership Schemes.

Disabled person

An individual who has a disability and as a result suffers from loss or limitation of opportunity to take part equally with others or to contribute in equivalent measure to such opportunity, in the context of any activity relating to the execution of a Contract or the services to be provided there under.

EBITDA

Earnings Before Interest, Tax, Depreciation and Amortization.

Economic interest

A Participant's Claim against a Measured Enterprise which represents his/her return on his/her ownership in that Measured Enterprise as recognized using the Flow-Through and Modified Flow-Through Principles.

Element

The measurable quantitative or qualitative elements of BEE compliance specified in Code 000, Statement 000 of the dti Codes of Good Practice.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible procurement</td>
<td>All expenditure on suppliers for goods and services, including capital expenditure and excluding procurement on items where there is no local supplier, where the supplier is a monopoly as a result of government regulation or items of expenditure covered elsewhere in the scorecard, i.e. skills development, payroll, enterprise development and residual.</td>
</tr>
<tr>
<td>Enterprise</td>
<td>The person(s) conducting a business, trade or profession in the Republic of South Africa and specifically includes, without limitation, any form of co-operative society.</td>
</tr>
<tr>
<td>Equity interest</td>
<td>The collective term referring to the entitlement of a Participant to receive Economic Interest and to exercise Voting Rights in an Enterprise provided that, to the extent that the provisions of paragraphs 18 – 22 (of Code 100, Statement 100 of the dti Codes of Good Practice) provide further definition as to the nature of an Equity Interest in an Enterprise other than a company having share capital, those provisions should be read in conjunction with this definition in relation to such Enterprises.</td>
</tr>
</tbody>
</table>
| Exercisable voting right | A Voting Right of a Participant that is fully exercisable without any limitation upon that right. For the avoidance of uncertainty, where a black Participant having a Voting Right in a Measured Enterprise is:  
(a) not permitted to exercise that Voting Right by reason of some condition or circumstance relating to the terms upon which that Participant’s acquisition of the Equity Interest to which the Voting Rights attach was financed or to the provisions of any agreement concluded between the Participants in the Measured Enterprise, that Participant shall be deemed for the purposes of measurement under this Statement to have no Exercisable Voting Rights; and  
(b) prohibited from appointing directors (or similar owner appointed management) to the Enterprise in which he/she enjoys his/her Voting Rights in number, pro rata to his/her entitlement to Voting Rights, that Participant shall be deemed for the purposes of measurement under this Statement to have no Exercisable Voting Rights. |
| Employment equity | As defined in the Employment Equity Act (1998) means to promote equal opportunity and fair treatment in employment through the elimination of unfair discrimination and the implementation of affirmative action measures to redress the disadvantages in employment experienced by designated groups, in order to ensure their equitable representation in all occupational categories and levels of the workforce. It obliges employers with over 50 employees to prepare Employment Equity plans and report on a yearly or bi-yearly basis to the Department of Labour (DoL). |
| Enterprise | Person(s) conducting a business, trade or profession in the Republic of South Africa, which is recognized in terms of the laws of the Republic, whether or not such enterprise is incorporated. |
| Enterprise development | The establishment of and/or support for existing and new micro enterprises and small enterprises which have a minimum BBBEE accreditation of 50%, through investment, joint ventures, skills development and infrastructure support. |
| 50% black owned | An enterprise in which more than 50% of voting rights and more than 50% of economic interest is held by black people and more than 50% of net equity value has been realised. |
| Flow-through Principle | The principle which determines the entitlement of black people, black women and black designated groups to exercise voting rights in an enterprise or to share in the economic interest of an enterprise. Regard is had solely to voting rights and/or economic interest to which black people, black women and black designated groups (as the case may be) who are natural persons, are entitled. In cases where an entitlement to voting rights and/or economic interest is held by juristic persons, regard will be had to voting rights and/or economic interest to which black people, black women and black designated groups (as the case may be) who are natural persons, are entitled, in that juristic person. The same principle will apply throughout the chain of ownership by juristic persons, until such time as that chain terminates in a natural person who is a black person, or who represents black women or black designated groups (as the case may be). The natural black person(s) shall be entitled to such voting rights and/or economic interest. |
| Fronting | Any entity, mechanism or structure established in order to circumvent the BEE requirements as required under various policy instruments. Fronting structures generally claim a higher BEE status than the actual substantive economic benefits flowing to black beneficiaries would suggest. |
| Independent non-executive board member | Means those members of the board who fall within the definition of executive director as specified in the King Report. |
| **Joint venture** | Joint ventures are, normally, unincorporated bodies, regarded in law as partnerships in which the partners are jointly and severally liable for the acts, neglects and omissions of the partnership. A joint venture is a venture normally formed ad-hoc for a specific project, in which two or more parties share the obligations, risks and rewards. |
| **Learnership** | As defined in the Skills Development Act, a structured learning component which: includes practical work experience of a specified nature and duration; would lead to a qualification registered by the South African Qualifications Authority and related to an occupation; and would be registered with the Director-General in the prescribed manner. |
| **Management** | Executive management are those managers who have a significant leadership role in the enterprise, have control over day-to-day operations, have decision-making powers and report directly to the Chief Executive Officer, Managing Director and/or equivalent or the Board of Directors; Senior Management are the heads of major functions not represented on the main board and within executive management and who are responsible for programming decisions; Middle Management are the professionally qualified and experienced specialists in an enterprise who are responsible for interpretive decisions; Junior Management is the skilled, technical & academically qualified employees, supervisors, foremen and superintendents, who make routine and process decisions. |
| **Mentorship** | The process of assisting others to gain further knowledge, experience and skills; it is an activity that can be successfully used where senior employees develop people within a company to enhance their job development. |
| **Net equity interest** | Equity interest that actually vests in the hands of participants after debt or other financial instruments have been paid off and as per the calculation in Code 100, statement 100, paragraph 32 of the dti Codes of Good Practice. |
| **Ownership** | Ownership of an equity interest together with control over all of the voting rights attaching to that equity interest. |
| **Ownership fulfilment** | The situation where a black Participant has been completely released from all third party legal or commercial rights designed to reserve to any third person or to withhold, defer or restrict the enjoyment by that Participant of the benefits of that Economic Interest, whether generally, or specifically, or for a fixed period, or until or upon the occurrence of some event. For the avoidance of uncertainty: (1) a "third party legal or commercial right" shall be limited to rights created primarily as a means to secure for a lender payment of a loan or similar/equivalent financing arrangement advanced to the Participant for the purposes of acquiring an instrument to which the effected Economic Interest attaches; (2) where no such third party legal or commercial rights exist, black Participants will be deemed to be completely released from any such rights; and (3) a third party right against an Enterprise between the Measured Enterprise and the ultimate black Participant, which was created primarily as a means to secure payment of a debt arising from the acquisition of the instrument through which the ultimate black Participant's interest in the Measured Enterprise is achieved, shall be deemed to be a third party right against that black Participant. |
| **Payroll** | All expenditure related to compensation of employees, including temporary employees and contract workers employed for more than three months. |
| **Public Private Partnership (PPP)** | Widely used to implement national and provincial government’s infrastructure and service delivery commitments. Regulated by the relevant Treasury (currently, the National Treasury) in terms of Treasury Regulation 16 to the Public Finance Management Act (PFMA). |
| **Qualifying small enterprises** | An enterprise which qualifies for measurement in terms of the BBBEE Scorecard (or in the interim a 50% black-owned small enterprise). |
| **Services** | The provision of labour and/or work or professional services, including advisory services not necessarily remunerated on a unit of time basis, i.e. transaction basis as a commission, retainer or other instrument of compensation of any kind carried out by hand, or with the assistance of equipment and plant and including the input, as necessary, of knowledge-based expertise. |
| **SETA** | Means a Sector Education and Training Authority established in terms of section 9(1) of the Skills Development Act 97 of 1998. |
| **Skills Development (training)** | The transfer or gaining of technical knowledge, related skills, values and attitudes in order to develop proficiency and to develop a person’s natural aptitudes and other abilities to improve his/her capabilities as a worker. Training, which generally takes place outside formal educational institutions, is more often than not directed towards the needs of a specific employer or group of employers. |
| **Skills development spend** | The direct cost, excluding peripheral costs, incurred by a company for accredited or sector acknowledged training and development including costs related to learnerships and bursaries and excluding the skills levy as per the skills development legislation. |
| **Shareholder status** | **Investors** = Shareholders / Directors who invested money in a business enterprise (which is a separate Legal Entity) for return on investment, but do not necessarily get involved in day to day operations e.g. a medical doctor who invested in, or funded a parcels courier company, or a pension or provident fund that acquired shares in a running concern.  
Black new entrant: A black participant(s) (which includes without limitation, black participants in broad-based ownership schemes) holding in aggregate in excess of 5% of the total voting rights and economic interest in a measured enterprises who has not, prior to their acquisition of their equity interest in a measured enterprise, concluded similar transactions in respect of any other enterprise, which in aggregate have a cumulative value of R20 million measured in accordance with an acceptable valuation standard.  
**Operators** = Shareholders / Directors who own shares, and who are in executive positions and actively involved in the day-to-day running of the business.  
**Agents** = Shareholders / Directors who do not necessarily hold shares in the company, and who are not actively involved in the core focus activity of the company but in a supplementary function e.g. a marketing executive for a tyre manufacturing company.  
**Community ventures** = groups of individuals who through Social Development Initiatives or otherwise, obtain (or are given) ownership and management in a business venture, and who without a significant degree of assistance and counselling from the Funder would not have been able to start and operate the business e.g. an African craft / gift shop, or African Cuisine Restaurant operating in the Kruger National Park. |
| **SMME** | “SMME” means a small, medium and micro enterprise as defined in the National Small Business Act 102 of 1996. |
| **Supplier** | A statutorily registered enterprise or individual who has the capacity to deliver goods and/or services required in the time frames required. |
| **Voting rights** | The votes attaching to an instrument owned by a black Participant or held on behalf of a black Participant that may be exercised at a general meeting of the shareholders of a company having share capital or any similar rights in any other form of Enterprise, measured in accordance with the Flow-Through Principle or the Control Principle, provided that:  
(a) to the extent that the provisions of paragraphs 18 – 22 provide further definition as to the nature of Voting Rights in an Enterprise other than a company having share capital, those provisions should be read in conjunction with this definition in relation to such Enterprises; and  
(b) Voting Rights exercised on behalf of a Participant by another natural person who acts in a fiduciary capacity or in terms of a specific mandate or proxy, shall be deemed to be exercised by that Participant. |
Schedule of the Tenderer’s Experience

The following is a statement of similar work successfully executed by myself/ourselves. (Attach a letter from the contact person stating among other the contact details, contract details, amount, successful completion, overall impression, financial ability, etc.)

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number</th>
<th>Description of contract</th>
<th>Value of work inclusive of VAT (Rand)</th>
<th>Date completed</th>
</tr>
</thead>
<tbody>
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</table>

Signed _______________________________  Date __________________________

Name _______________________________  Position __________________________

Tenderer ________________________________________________________________
We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

<table>
<thead>
<tr>
<th>Name, address and tel. no. of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>4.</td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed ___________________________   Date ___________________________

Name ___________________________   Position ___________________________

Tenderer ___________________________
**Schedule of Equipment**

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer
### Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<tr>
<td>9.</td>
<td></td>
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<tr>
<td>10.</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed ___________________________  Date ___________________________

Name ___________________________  Position ___________________________

Tenderer __________________________________________________________
<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional registration number:</td>
<td></td>
</tr>
<tr>
<td>Name of employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current Position:</td>
<td>Years with the firm:</td>
</tr>
</tbody>
</table>

**Employment record:** (list in chronological order starting with earliest work experience)

**Experience record pertinent to required service:**

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

[Signature of person named in schedule]  
Date
Offer

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

Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Insezi in Richards Bay, KwaZulu-Natal Province.

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

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

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

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:
Name & signature of witness  
(Take name and address of organisation)  
Tenderer’s CIDB registration number:  
Date  

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

The terms of the contract are contained in:

- **Part C1** Agreements and Contract Data, (which includes this agreement)
- **Part C2** Pricing Data
- **Part C3** Scope of Work
- **Part C4** Site Information
- **Part C5** Appendix to Works 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. 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)**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s)</td>
<td>................................................................. .................................................................</td>
</tr>
<tr>
<td>Capacity</td>
<td>................................................................. .................................................................</td>
</tr>
</tbody>
</table>

**for the Employer**

| Name & signature of witness | ................................................................. |

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

---

**Schedule of Deviations**

**Note:**
1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<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>
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<td>5</td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Agreement. 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 addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

For the tenderer: ____________________________________________
Name: ____________________________
Capacity: ____________________________
On behalf of ____________________________:

For the Employer: ____________________________________________
Name: ____________________________
Capacity: ____________________________
On behalf of ____________________________:

Name & signature of witness: ____________________________
Date: ____________

C1.2 Contract Data

Part one - Data provided by the Employer

C1.1 Form of Offer & Acceptance ECC REV.1 Contract
Page 64
Part C1: Agreements and Contract Data
C1.1 (Contractor)
Form of Offer and Acceptance
Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for the main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

Completion of this data in full, according to the 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>1</td>
<td>General</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</td>
</tr>
<tr>
<td></td>
<td>X2: Changes in the law X3: Multiple currencies X7: Delay damages X13: Performance Bond X15: Limitation of Contractor’s liability for design to reasonable skill and care X16: Retention X17: Low performance damages X18: Limitation of liability</td>
<td></td>
</tr>
<tr>
<td>Z:</td>
<td>Additional conditions of contract</td>
<td></td>
</tr>
</tbody>
</table>


10.1 The *Employer* is (Name): Transnet Limited trading as Transnet Engineering

Address

Transnet Engineering Lynette Street Kilner Park

Tel No. 012-391-1330

Fax No. 012-391-1430

10.1 The *Project Manager* is: (Name) Mr Duma Mnqumevu Pr Tech Eng, MSAICE
Address
Project Support Office
Transnet Engineering
Kilner Park
Pretoria

Tel
N/A

Fax
NA

e-mail

11.2(13) The **works** are **Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Insezi in Richards Bay, KwaZulu-Natal Province.**

11.2(14) The following matters will be included in the Risk Register And those matters recorded in accordance with clause 16.1 of the Contract.

11.2(15) The **boundaries of the site** are Construction area

11.2(16) The Site Information is in Part C4 of the Contract.

11.2(19) The Works Information is in Part C3 of the Contract.

12.2 The **law of the contract** is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The **language of this contract** is English

13.3 The **period for reply is** 2 weeks

2 The **Contractor’s main responsibilities** No data is required for this section of the conditions of contract

3 Time

11.2(3) The **completion date** for the whole of the **works** is. The contractor to propose the anticipated completion date on his programme to be submitted with the tender

30.1 The **access dates are** Part of the Site **Date**

31.1 The **Contractor is to submit a first programme for acceptance within** 1 week of the Contract Date.

31.2 The **starting date is.** Date of notification letter

32.2 The **Contractor submits revised programmes at intervals no longer than:** 2 weeks

4 Testing and Defects

42.2 The **defects date is** 12 months after Completion of the whole of the **works.**
The defect correction period is Two (2) weeks

Payment

50.1 The assessment interval is from 12:00 on the 10th day of each month

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

51.2 The period within which payments are made is 30 days

51.4 The interest rate is The Prime Lending Rate of the Standard Bank of South Africa at the time an interest payment is due.

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

The place where weather is to be recorded (on the Site) is: Insezi Transnet Engineering Locomotives Depot

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

- Richards Bay

and which are available from:

South African Weather Bureau

60.1(13) Assumed values for the ten year return weather data for each weather measurement for each calendar month are:

All Option B clauses apply with the following amplification:

a) Clause 63.13 of Option B states “The Project Manager and the Contractor agree, rates and lump sums to be used to assess a compensation event instead of defined costs”

b) When agreed rates and lump sums are used, Compensation Events are assessed as follows;

   i Where in the Option of the Project Manager work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices (including General Items) contained therein as may be applicable; or
   
   ii Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as maybe reasonable; or
   
   iii Where work cannot be reasonably be valued in accordance with the Clauses (c)(i) and
(c)(ii) above, suitable rates or prices are agreed upon between the Project Manager and the Contractor after due consultation by the Project Manager with the Employer and the Contractor; or

iv  In respect of additional or substituted work, the Project Manager may, if in his opinion, if necessary or desirable, issue an instruction that the work be executed in some other manner.

v  If the parties cannot agree, the Project Manager notifies the Contractor accordingly and makes his own assessment.

### 7  Title

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

### 8  Risks and insurance

80.1  These are additional Employer's risks

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 deems desirable in addition to that provided by the Employer.

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.

Whatever the Contractor deems desirable in addition to that provided by the Employer and that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

84.1  The Employer provides these insurances from the Insurance Table

1  Insurance against:

**Cover / indemnity:**

Insurance against of or damage to the works, Plant & Materials is as stated in the insurance policy for Contract works and public liability (Principal Controlled Insurance).

The deductibles are:

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).

2  Insurance against:

**Cover / indemnity**

Loss of or damage Equipment (Temporary Works only) as stated in the insurance policy for contract works and public liability.

Is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).
The deductibles are as stated in the insurance policy for contract works and public liability.

### 3 Insurance against:

- Loss of or damage to property (except the works, plant, materials & 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 as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).

### Cover / indemnity

Is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).

### Deductibles

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).

NB: All the above are available on the following website:


### 84.1 The Employer provides these additional insurances.

#### 1 Insurance against:

- Contract Works SASRIA insurance subject to terms exceptions and conditions of the SASRIA coupon policy.

#### Cover / indemnity:

- Cover / indemnity is to the extent provided by the SASRIA coupon policy.

#### The deductibles are:

The deductibles are in respect of each and every theft claim 0,1% of contract value subject to a minimum of R2,500 and a maximum of R25,000.

### 84.1 The Contractor provides these additional insurances.

#### 1 Insurance against:

1. Where the contract requires that the design of any part of the works shall be provided by the Contractor he 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.

3. Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor’s policies of insurance as well as those of any subcontractor.

4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer 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.

<table>
<thead>
<tr>
<th>9</th>
<th>Termination</th>
<th>There is no Contract Data required for this section of the conditions of contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Data for main Option clause</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Priced contract with bill of quantities</td>
<td>Fixed rate contract</td>
</tr>
<tr>
<td>11</td>
<td>Data for Option W1</td>
<td></td>
</tr>
<tr>
<td>W1.1</td>
<td>The Adjudicator is</td>
<td>To be appointed when a dispute arises</td>
</tr>
<tr>
<td>W1.2(3)</td>
<td>The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is</td>
<td>To be advised when a dispute arises</td>
</tr>
<tr>
<td>W1.4(2)</td>
<td>The tribunal is:</td>
<td>Arbitration</td>
</tr>
<tr>
<td>W1.4(5)</td>
<td>The arbitration procedure is</td>
<td>the Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</td>
</tr>
</tbody>
</table>

| 12 | Data for secondary Option clauses | |
| X2 | Changes in the law | No data is required for this Option |
| X3 | Multiple currencies | No data is required for this Option |
| X7 | Delay damages (but not if Option X5 is also used) | |
| X7.1 | Delay damages for Completion of the whole of the works are | R 5,000.00 per day |

The Adjudicator nominating body is: To be advised when a dispute arises

The tribunal is: Arbitration

The arbitration procedure is the Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern 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 Adjudicator nominating body is: The Association of Arbitrators (Southern Africa)

The tribunal is: The Chairman of the Association of Arbitrators (Southern Africa)

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 To be advised

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 Adjudicator nominating body is: The Association of Arbitrators (Southern Africa)

The tribunal is: The Chairman of the Association of Arbitrators (Southern Africa)

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 To be advised

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 Adjudicator nominating body is: The Association of Arbitrators (Southern Africa)

The tribunal is: The Chairman of the Association of Arbitrators (Southern Africa)

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 To be advised

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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 To be advised

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The tribunal is: The Chairman of the Association of Arbitrators (Southern Africa)

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 To be advised

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
X13.1  The amount of the performance bond is

The Performance Bond to be 5% fixed guarantee bond, to be provided within the time frame that will be stipulated in the letter of appointment.

X14  Advanced payment to the Contractor

No advance payments shall be made.

X15  Limitation of the Contractor's liability for his design to reasonable skill & care

No data is required for this Option.

X16  Retention (not used with Option F)

| X16.1 | The retention free amount is | R0.00. |
|       | The retention percentage is   | 10% of the contract value. It will be deductible from each claim and 50% be paid at the Completion of the works and the balance after 12 months defects liability period. |

X17  Low performance damages

| X17.1 | The amounts for low performance damages are: |
|       | Amount | Performance level |
|       | R      | for              |
|       | R      | for              |
|       | R      | for              |
|       | R      | for              |

X18  Limitation of liability

| X18.1 | The Contractor's liability to the Employer for indirect or consequential loss is limited to: |
|       | R |
| 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: |
|       | R 2,000,000.00 |
| X18.3 | The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to: |
|       | R |
| 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: |
|       | R |
| X18.5 | The end of liability date is |

Defects liability period is 12 months after completion of the whole of the works.
The additional conditions of contract are:

(a) **Clause 11.2 (34) – Day**

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays and the annual Christmas break from 16 December to 5 January (both days included) is excluded from the calculation of the number of days concerned.

(b) **Clause 28.1 – Intellectual property**

Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them and the Contractor indemnifies the Employer from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2].

(c) **Clause 28.2 – Assignment & cession**

Neither the Contractor nor the Employer may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit there under.

(d) **Clause 28.3 – Non-Waiver**

No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provision of the Contract.

(e) **Clause 28.4 – Limitation of the authority of the Project Manager**

(i) The Project Manager is not authorised to agree increases to the contract value without referring it to the management of the Employer.

(ii) If referral to management is necessary, a period of 6 weeks over and above any times allowed in the Contract is to be provided.
Part two - Data provided by the Contractor

The tendering Contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) amended June 2006 and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor 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 direct fee percentage is _____%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The subcontracted fee percentage is _____%</td>
<td></td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The working areas are the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor’s key persons are:</td>
<td></td>
</tr>
<tr>
<td>1 Name:</td>
<td></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>2 Name:</td>
<td></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>CV’s (and further key persons data including CVs) are appended to Tender Schedule entitled</td>
<td></td>
</tr>
<tr>
<td>11.2(3)</td>
<td>The completion date for the whole of the works is</td>
<td></td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register.</td>
<td>And those matters recorded in accordance with clause 16.1 of the contract</td>
</tr>
<tr>
<td>11.2(19)</td>
<td>The Works Information for the Contractor’s design is in:</td>
<td>Scope of work</td>
</tr>
</tbody>
</table>

Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009
31.1 The programme identified in the Contract Data is

B Priced contract with bill of quantities

11.2(21) The bill of quantities is in Part C2 of the Contract

11:2(31) The tendered total of the Prices is R_________________________ (in figures)

B Priced contract with bill of quantities

Data for the Shorter Schedule of Cost Components

41 in SSCC The percentage for people overheads is: _____%

21 in SSCC The published list of Equipment is the last edition of the list published by Not applicable in RSA
The percentage for adjustment for Equipment in the published list is _____%

22 in SSCC The rates of other Equipment are:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Size or capacity</th>
<th>Rate</th>
</tr>
</thead>
</table>

61 in SSCC The hourly rates for Defined Cost of design outside the Working Areas are

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Hourly rate</th>
</tr>
</thead>
</table>

62 in SSCC The percentage for design overheads is _____%

63 in SSCC The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:

24 in SCC The rates of special Equipment are:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Size or capacity</th>
<th>Rate</th>
</tr>
</thead>
</table>
C1.3 Forms of Securities

Pro forma documents for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) amended June 2006.

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

Option X13: Performance Bond

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

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

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the Employer within the time stated in the contract.

Drafting instructions:

1. Select the required pro forma by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro forms as suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the conditions of contract.
Pro forma Performance Bond (for use with Option X13)
(to be reproduced exactly as shown below on the letterhead of the Surety)

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Performance Bond for Contract No.

With reference to the above numbered contract made or to be made between

{Insert registered name of the Employer} (the Employer) and

{Insert registered name and address of the Contractor} (the Contractor), for

{Insert details of the works from the Contract Data} (the works).

I/We the undersigned on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, subject to the following conditions:

1. The terms Employer, Contractor, Project Manager, works and Defects Certificate have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions “Benefit of Excussion and Division”, “No value received” and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor’s obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Surety receives a notice from the Project Manager stating that the last Defects Certificate has been issued, that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or

- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.
5. Always provided that this bond will not lapse in the event the Surety is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) ____________________________________________

R ______________________________________________

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
Pro forma Reducing Value Guarantee (for use with Option X13)  
(to be reproduced exactly as shown below on the letterhead of the Guarantor)

{Insert name and registered address of the Employer}

Date:

Dear Sirs,

Reducing Value Guarantee for Contract No.

With reference to the above numbered contract made or to be made between

{Insert registered name of the Employer} (the Employer) and

{Insert registered name and address of the Contractor} (the Contractor), for

{Insert details of the works from the Contract Data} (the works).

I/We the undersigned on behalf of the Guarantor of physical address and duly authorised thereto, do hereby undertake to pay the Employer forthwith on receipt of written demand from the Employer up to the maximum guaranteed sum of

(say) ________________________________

R ________________________________

in respect of amounts due by the Contractor to the Employer for whatever reason in terms of the contract between the Employer and the Contractor in respect of the works. The following further terms shall apply:

1. The Guarantor’s liability shall be limited to the diminishing amounts of the guaranteed sum as set out below:

<table>
<thead>
<tr>
<th>Guarantor’s Liability</th>
<th>Period of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Maximum guaranteed sum: R ___________________________</td>
<td>From the date this demand bond comes into effect and until the date by when the Price for Work Done to Date has reached or exceeds R ___________________________</td>
</tr>
<tr>
<td>1.2 Reducing to the guaranteed sum of: R ___________________________</td>
<td>From the date by when the Price for Work Done to Date has reached or exceeds the amount stated in 1.1 above and until the date of Completion of the whole of the works</td>
</tr>
<tr>
<td>1.3 Reducing to the guaranteed sum of R ___________________________</td>
<td>From the day after the date of Completion of the whole of the works and until the date of issue of the last Defects Certificate.</td>
</tr>
<tr>
<td>1.4 Reducing to the guaranteed sum of: R ___________________________</td>
<td>From the day after the date of issue of the last Defects Certificate and up to and including the day on which there are no amounts due by either Party to the other.</td>
</tr>
<tr>
<td>1.5 Thereafter this demand guarantee shall lapse.</td>
<td></td>
</tr>
</tbody>
</table>

Contract
Part C2: Pricing Data
Pricing options ECC3 Option B
2 The terms Employer, Contractor, Project Manager, works, Price for Work Done to Date, Completion, Defects Certificate and Party have the meaning given to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.

3 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the Completion Date, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this demand guarantee.

4 The Guarantor chooses domicilium citandietexecutandi for all purposes in connection herewith at the address appearing above.

5 This Reducing Value Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

6 The Employer returns this Guarantee to the Guarantor when it has lapsed in terms of clause 1 above or on payment in full thereof whichever is the earlier.

Signed at ______________________ on this _____________ day of ______________________ 20___

Guarantor:_____________________________________________________________________________

Representative: ____________________________________________________________

Name (printed): ___________________________ Name (printed): ___________________________

Capacity: _________________________________ Capacity: ________________________________

As Witness: ____________________________________________ As Witness: ________________________

Guarantor's stamp or seal__________________________________________________________________
### 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>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>The Bill of Quantities</td>
<td>1</td>
</tr>
</tbody>
</table>
C2.1 Pricing Instructions: Option B

The conditions of contract

How the contract prices work and assessing it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

<table>
<thead>
<tr>
<th>Identified and defined terms</th>
<th>Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2</td>
<td></td>
</tr>
</tbody>
</table>

(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.

(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.

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.

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 ECC3 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.

**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>Mega newton</td>
</tr>
<tr>
<td>MN.m</td>
<td>Mega newton-metre</td>
</tr>
<tr>
<td>MPa</td>
<td>Mega Pascal</td>
</tr>
<tr>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>Prov sum</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.

#### 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.
C2.2 The Bill of Quantities

Please see attached bill of quantities: Annexure G

The following state the minimum requirements and in no way absolves the successful bidder from sound engineering practice.

Tenderers shall submit offers to this specification but may also submit offers for alternative and/or additional items for consideration. These shall be quoted for separately.

Departures from the specification, alternative and/or additional items offered shall be clearly indicated and a clear indication shall be furnished in each case why the alternative or additional items offered by the bidder are considered superior and/or more beneficial to Transnet Rail Engineering than that specified.

Any omissions or sub-standard requirements in this specification shall be brought to the attention of the Project Manager at tender stage and proposals for addressing these, shall be submitted.

Failure to populate the BOQ in full will result in a tenderer being non-responsive.
C3: Scope of Work

C3.1 Works Information

1. Description of the works
   Construction of a New Underfloor Wheel Lathe Workshop at Transnet Engineering Locomotive Depot, Insezi in Richards Bay, KwaZulu-Natal Province.

2. Employer’s objective
   The objective of the Employer is to construct a New Underfloor Wheel Lathe (UFL) Workshop for the Locomotives Business at Insezi Locomotives Depot in Richards Bay. In order for the Locomotives Business to be able to perform the wheel cutting and machining of wheels back to specification. The Supply and Installation of the UFL Equipment will be undertaken by other Suppliers/Contractors that are appointed separately by the Employer.

3. Extent of works
   The works include:
   - Professional fees for the verification of designs issued by the employer, development of the construction drawings and construction monitoring (Inspections and Stage Sign offs)
   - Geotechnical Investigations and foundation confirmation for the underfloor wheel lathe machine at a depth ±5m below natural ground level.
   - Client approvals before commencement of any construction works on site. Including providing any additional information that may be required by Authorities for their approvals (Municipality and Rail Safety Regulator).
   - Setting-out of the works on site.
   - Compliance with the Occupational Health and Safety requirements (In accordance to OHSA 85 of 1993) and Transnet Engineering specific SHE specification requirements.
   - Overall responsibility for the Environmental Management during execution.
   - All As-built drawings and quality records to be submitted at completion of the project.

In summary the works will focus mainly on construction of:

   • Demolishing of the existing structures and site clearance in the area of the workshop.
   • Construction of the UFL workshop of a total area of **975.95m²** (Lower ground floor of 250.56m² and ground floor of 725.39m²) as per the architectural and structural design drawings and specifications.
   • Civil and perway engineering services required for the new workshop as per the drawings and specification.
   • Electrical and OHTE engineering services required for the new workshop as per the drawings and specification.
   • Mechanical engineering services required for the new workshop as per the drawings and specification.
   • Furniture requirements for the new workshop as per the drawings and specification.
   • ICT will be done by others. The contractor will be required to provide sleeves as per the ICT and civil drawings.

Refer to the attached Specification Annexure H, for the Construction of a New Underfloor Wheel Lathe (UFL) Workshop for full detailed requirements.
Management of the works

3.1.1. **SANS 1921 standards**
   The following parts of SANS 1921 and associated specification data are applicable:

3.1.2. **Planning and programming**
   The Employer requires that the identified works meet the conditions on the key dates as specified in the preliminary programme.

   **Programming Requirements**
   - The Contractor numbers each individual activity with a unique number that can be cross-referenced if needed.
   - The Contractor’s programme shows duration of operations in working days and weeks.
   - The Contractor shows on his preliminary programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
   - The Contractor’s programme shows the takeover requirement at Completion.
   - The Contractor shows on each revised programme he/she 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.
   - The Contractor complies with the Employer’s time frames when he submits his preliminary programme.
   - The Contractor to use MS Projects program for his programme to be submitted showing all the activities discussed above.
   - The Contractor submits programme report information to the Project Manager at mutually agreed intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

   **Note: The Contractors performance will be strictly monitored on the provided programme.**

3.1.3. **Methods and procedures**
   - It is the Contractor’s responsibility to dispose of all rubble removed, according to regulations.
   - Hours of work will be normal working hours 7:00 to 16:00 Mondays to Fridays.
   - On the Contractor’s request, work may be performed outside these hours if permitted by the Supervisor.
   - The cost of employee’s supervision outside normal working hours if required will be recovered from the Contractor.

3.1.4. **Quality plans and controls**
   - The Contractor shall submit with his tender his proposed QC plan and procedures. This plan shall indicate how the necessary quality assurance and control will be carried out in order to provide the Works.
   - The plan shall consist of check lists and measurements sheets to be completed by the Contractor in order to substantiate that the complete work conforms to the specifications with respect to material, quantity, dimensions, methods and other requirements.
   - The entire plan for the contract shall be controlled for comprehensiveness by means of a form referring to the various checklists and measurement sheets.
• The Contractor may use his own check lists and forms or may use standard forms supplied. The Contractor shall have his Quality Control plan approved by the Project Manager prior to the start of any work or ordering of material.

3.1.5. **Other Contractors on Site**
Other Contractors which will be required to work in conjunction with the Contractor are as follows:

- UFL Machine Original Equipment Manufacturer (OEM)

3.1.6. **Testing, completion, commissioning and correction of Defects**

3.1.7. **Take over procedures**
The Contractor provides the following assistance to the Employer:

- The Contractor ensures that the documentation as described in the Works Information is presented to the Project Manager before Completion.
- The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents, Operation and Maintenance Manuals, etc. that represent the status of the completed works to present to the Employer.
- Where the Contractor has presented to the Project Manager at takeover, the Contractor modifies and updates As-built documents as necessary prior to Completion.

3.1.8. **Access by Employer for correction of Defects**
The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

Access is to be arranged with the Project Manager three (3) days in advance to planned access date.

3.1.9. **Format of communications**

- The Contractor shall supply and have available on Site at all times a carbon triplicate site instruction book and a site Visitors book.
- Project Manager’s Instructions will be recorded on the site instruction book.
- Only the Project Manager and/or his delegated representative will have the authority to issue instructions to the Contractor.
- All visitors visiting the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Visitor must always be accompanied by the Agent and/or the Safety Officer. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

3.1.10. **Key personnel**

- The Contractor must provide an Organogram of all his key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two) and how such key people communicate with the Project Manager and the Supervisor and their delegates as stated in the Employer’s Works Information.
- The Contractor provides the Organogram of his key personnel on site, including all relevant contact details within two weeks from the start date.

3.1.11. **Management meetings**
Site meetings: An agenda for regular site meetings will be compiled by the Project Manager. At these meetings the following typical issues will be discussed:

- Progress
- Financial
- Quality
- Site Safety
- Site Diary
- Site Instructions
- Technical issues
- Information Required

Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed:

- Compensation events
- Early warnings
- Contractual claims
- Risk register

The minutes of these meetings are to be filed. Minutes will be kept by the Project Manager and will be issued as soon as possible, but no later than ten working days after the meetings.

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 shall be submitted to the Project Manager by the person convening the meeting within five days of the meeting.

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

3.1.12. Daily records
The Contractor shall supply a triplicate carbon copy book to be used as a site diary for recording day-by-day the state of the weather, the work done each day and full details of any circumstances which may affect the progress of the Works.

The original sheet of each set of three pages will be removed from the book and retained by the Project Manager. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works when it shall be handed to the Project Manager.

3.1.13. Bonds and guarantees
The bonds and guarantees required by the Employer and supplied by the Contractor are stipulated in the Contract Data Part 1, as secondary clauses to the conditions of contract.

The format of these bonds and guarantees are provided as pro forma forms in section C1.3.

3.1.14. Permits
All employees of the Contractor shall carry at all times an ID card issued by the Employer.
The Contractor shall manage the ID cards in such a way that people no longer in his employ should not have these ID cards in their possession anymore.

Employees must in no way be hired at the site.

3.1.15. **Insurances provided by the Employer**
Details of these are covered in the Contract Data and Section C1.3

3.1.16. **Health and safety requirements and procedures**
Health and safety specifications are covered in Transnet Specifications 9 Copy is attached).

The requirements for work adjacent to railway lines are covered in the Transnet E7/2 (July 1998) Specification.

The Contractor shall ensure that restricted access is in place at the construction site.

**PPE requirements.** The contractor is to provide all required Personal Protection Equipment (hard hats, safety shoes, reflective jackets, etc) for all employees of the contractor that will be working on site.

3.1.17. **Safety management**
The Contractor's and its Subcontractors health and safety plans comply with the law of the contract including:

- Occupational Health & Safety Act and Construction Regulations.
- COID Act
- National Railway Safety Act

3.1.18. **Documentation control**
It is the responsibility of the Contractor to observe copyright provisions (of the Employer and Others) for documentation and data that are prepared and subject to copyright. Prior to reproducing copyright protected documents for inclusion in a project document, the Contractor must obtain written permission from the copyright holders. The ownership and copyright of documentation prepared by the Contractor are subject to the provisions of the relevant Contract or as stated in the “Works Information”.

The Contractor updates all Final Documentation upon completion of Construction to “As-Built” status and indicates in the revision block the wording “Certified As-Built”.

Documentation not requiring any changes upon completion of Construction, shall be revised to a “Final” status, as well as bear the wording “Certified Final”, in the revision block of the documentation.

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

Progress or project related photographs may not be distributed to any parties outside the project team without prior consent of the Project Manager.

3.1.20. **Construction**
3.1.20.1. **Title to materials from demolition and excavation**  
The Employer has title to all materials arising from excavation and demolition in the performance of the works.

The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer.

3.1.20.2. **Contractor’s equipment**  
The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.1.20.3. **Survey control and setting out of works**  
Detail setting out of the Works shall be the responsibility of the Contractor. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of setting out, such work being deemed as included in the rates tendered for construction of the Works.

3.2. **Engineering**  
All engineering matters will be the responsibility of the Engineering Team appointed by the Contractor.

3.2.1. **Design**  
The Contractor to use the designs provided by the employer and verified by his/her engineering team for all works that is identified in the extent of works.

**Design Verification and Construction Drawings**

- Verify design as per the design criteria and design reports issued by the Employer.
- Produce construction drawings for various disciplines in the extent of works and specification.
- Produce As-Built records with the contractor’s inputs at the completion of the works.

**Construction Stage**

- Construction monitoring i.e. Inspections and stage sign offs.

**Finalisation Stage**

- Final commissioning and handover
- Prepare and issue final certificates
- As-built information to the client
- Close out project.

3.2.2. **Contractor’s design brief**

3.2.2.1. **General**  
Not Applicable

3.2.2.2. **Parts of the works the Contractor is to design**
It will be the responsibility of the contractor to provide a full set of workshop drawings to the Client / Engineer of the structural steel components. These drawings will be used for approval purposes before any manufacturing can commence.

3.2.2.3. **Use of Contractor’s design**
The final design of the mechanical equipment will be the property of Transnet Limited to use as seems fit.

3.2.2.4. **Temporary works designed by the Contractor**
Not Applicable

3.2.2.5. **As-built drawings, operating manuals and maintenance schedules**
It will be the responsibility of the contractor to provide the engineer with a complete set of As-built drawings, operations and maintenance manuals and any other documents that will be requested by the engineer that refers to the construction and installation of equipment.

3.2.2.6. **Designs by Others**
Not Applicable

3.2.3. **List of Drawings issued by the Employer**
The drawings listed below are issued by the Employer for tender purposes only.

The drawings were reduced in size and should not be used to scale off.

<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Architectural</strong></td>
<td></td>
</tr>
<tr>
<td>3526783-1-201-A-LA-0002-01-2</td>
<td>New UFL Workshop Ground Floor Plans</td>
</tr>
<tr>
<td>3526783-1-201-A-LA-0001-01-2</td>
<td>New UFL Workshop Lower Ground Floor Plan</td>
</tr>
<tr>
<td>3526783-1-201-A-SE-0001-01-2</td>
<td>New UFL Workshop Elevations and Sections</td>
</tr>
<tr>
<td>3526783-1-201-A-LA-0003-01-2</td>
<td>New UFL Workshop Roof and Ceiling Layout</td>
</tr>
<tr>
<td>3526783-1-201-A-DE-0002-01-2</td>
<td>New UFL Workshop Carpentry and Joinery Details</td>
</tr>
<tr>
<td>3526783-1-201-A-DE-0001-01-2</td>
<td>New UFL Workshop Details</td>
</tr>
<tr>
<td>3526783-1-201-A-SC-0001-01-2</td>
<td>New UFL Workshop Door and Window Schedules</td>
</tr>
<tr>
<td>3526783-1-201-A-SC-0002-01-2</td>
<td>New UFL Workshop Schedules</td>
</tr>
<tr>
<td><strong>Structural</strong></td>
<td></td>
</tr>
<tr>
<td>3526783-5-201-T-LA-0001-01-3</td>
<td>New UFL Workshop Pit Layout, Section and Details</td>
</tr>
<tr>
<td>3526783-5-201-T-LA-0002-01-3</td>
<td>New UFL Workshop Foundation Layout, Section and Details</td>
</tr>
<tr>
<td>3526783-5-201-T-LA-0003-01-3</td>
<td>New UFL Workshop Surface Slab Layout, Section and Details</td>
</tr>
<tr>
<td>3526783-5-201-T-SE-0001-01-3</td>
<td>New UFL Workshop Sections</td>
</tr>
<tr>
<td>3526783-5-201-T-LA-0004-01-3</td>
<td>New UFL Workshop Lower Beam Level, Section and Details</td>
</tr>
<tr>
<td>File Number</td>
<td>Description</td>
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<tr>
<td>3526783-5-201-T-LA-0005-01-3</td>
<td>New UFL Workshop Roof Beam Layout, Section and Details</td>
</tr>
<tr>
<td>3526783-5-201-T-LA-0006-01-3</td>
<td>New UFL Workshop Structural Steel Roof Layout, Section and Details</td>
</tr>
<tr>
<td><strong>Civil and Perway</strong></td>
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<tr>
<td>3526783-5-201-C-DE-0001-01-3</td>
<td>New UFL Workshop Stormwater Grid Inlet and Downpipe Sump</td>
</tr>
<tr>
<td>3526783-5-201-C-DE-0002-01-3</td>
<td>New UFL Workshop Stormwater Manhole Details</td>
</tr>
<tr>
<td>3526783-5-201-C-DE-0003-01-3</td>
<td>New UFL Workshop Effluent Pump Sump Details</td>
</tr>
<tr>
<td>3526783-5-201-C-DE-0004-01-3</td>
<td>New UFL Workshop Sewer Pump Sump Details</td>
</tr>
<tr>
<td>526783-5-201-C-DE-0005-01-3</td>
<td>New UFL Workshop Typical Details: Electrical/Communication T1 and E2 Draw Chambers</td>
</tr>
<tr>
<td>3526783-5-201-C-DE-0006-01-3</td>
<td>New UFL Workshop Stormwater Long Section</td>
</tr>
<tr>
<td>3526783-5-201-C-DE-0007-01-2</td>
<td>New UFL Workshop Sewer Manhole Details – Type F1</td>
</tr>
<tr>
<td>3526783-5-201-C-GA-0002-01-3</td>
<td>New UFL Workshop General Layout</td>
</tr>
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<td>3526783-5-201-C-LA-0002-01-3</td>
<td>New UFL Workshop Demolition Layout</td>
</tr>
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<td>3526783-5-201-C-LA-0003-01-3</td>
<td>New UFL Workshop Plan Layout - Combined Services and Setting Out Data</td>
</tr>
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<td>3526783-5-201-C-LA-0003-02-3</td>
<td>New UFL Workshop Plan Layout - Combined Services – Sheet 2</td>
</tr>
<tr>
<td>3526783-5-201-C-LA-0003-03-3</td>
<td>New UFL Workshop Plan Layout - Combined Services – Sheet 3</td>
</tr>
<tr>
<td>3526783-5-201-N-DE-0001-01-4</td>
<td>New UFL Workshop Cross Sections CH 0 to CH 300 and Details</td>
</tr>
<tr>
<td><strong>Electrical and OHTE</strong></td>
<td></td>
</tr>
<tr>
<td>3526783-5-201-E-LA-0001-01-OA-YL</td>
<td>New UFL Workshop Proposed 11kV MV Reticulation Layout</td>
</tr>
<tr>
<td>3526783-5-201-E-SL-0001-01-OA-YL</td>
<td>New UFL Workshop Proposed Low Voltage Single Line Diagram</td>
</tr>
<tr>
<td>3526783-5-201-E-LA-0002-01-OA-YL</td>
<td>New UFL Workshop Proposed Workshop Lighting and Power Layout</td>
</tr>
<tr>
<td>3526783-5-201-E-LA-0003-01-OA-YL</td>
<td>New UFL Workshop Proposed Pit Lighting and Power Layout</td>
</tr>
<tr>
<td>3526783-5-201-E-SL-0002-01-OA-YL</td>
<td>New UFL Workshop Proposed LV Distribution Board Layout</td>
</tr>
</tbody>
</table>
### 3.3. Procurement

All correspondence regarding procurement will be managed by TE Procurement Manager.

### 3.4. Definitions

**Local Community**

The local community is Richards Bay.

### 3.5. Subcontractors

Tenderers are required to provide a list of work, which they intend carrying out on a subcontract basis, and that which they intend carrying out with own permanent employees.

Tenderers shall outline their policy with regard to the employment of local “previously marginalised” subcontractors, and the estimated proportion of the work in the various trades that will be sublet to such subcontractors.

The successful Tenderer will be required to provide the necessary supervision and quality control for the work undertaken by the subcontractors.

The successful Tenderer shall not take advantage of the lack of pricing skills of emerging subcontractors, and obvious errors in pricing shall be pointed out and rectified to reflect reasonable prices for the work.

#### 3.5.1.1. Purchasing of materials

It is a requirement that the successful Tenderer shall purchase as much of the materials for the works as possible from local previously marginalized suppliers. Details of the Tenderers intentions shall be included in the tender.

#### 3.5.1.2. Payments

Progress payment will be made only if identified activities have been completed.

#### 3.5.1.3. Statements of work previously carried out

Previous contracts (similar in scope of works) successfully completed must be submitted. Traceable contact persons with valid contact numbers must be submitted in order to verify work previously carried out successfully.

#### 3.5.1.4. Monthly progress report

<table>
<thead>
<tr>
<th>ID Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>3526783-5-201-E-LA-0004-01-OA-YL</td>
<td>New UFL Workshop Proposed Earthing and Lightning Protection Layout</td>
</tr>
<tr>
<td>3526783-5-201-O-LA-0001-01-2</td>
<td>New UFL Workshop OHTE Layout</td>
</tr>
<tr>
<td>Mechanical</td>
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</tr>
<tr>
<td>3526783-5-201-M-GA-0001-01-3</td>
<td>New UFL Workshop HVAC Design</td>
</tr>
<tr>
<td>3526783-5-201-M-LA-0001-01-3</td>
<td>New UFL Workshop Fire Protection Layout</td>
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<tr>
<td>3526783-5-201-M-LA-0001-01-3</td>
<td>New UFL Workshop Portable Water Layout</td>
</tr>
</tbody>
</table>
Throughout the duration of the contract, the successful Tenderer shall submit a monthly progress report based on the construction activities, including the monthly amounts.

This monthly progress report will be deemed part of the progress measurement and payment will not be processed before the Supervisor has approved this report in relation to the Contractor’s work method statement.

3.5.1.5. **Shareholding**
Tenderers are to submit with their tenders a breakdown of their company’s shareholding reflecting the relative shareholding by previously disadvantaged persons.

The proportion of this previously disadvantaged person’s shareholding held by previously disadvantaged women and previously disabled persons should also be identified if applicable.

3.5.2. **Payment certificates**
On or after the assessment date, the PM and the Contractor will together assess the activities of progress on each item in the contract and complete the Progress Assessment Details form, where after the Progress Assessment Certificate will be issued.

The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.

Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

3.6. **Procurement**

3.6.1. **Contractor’s Invoices**
When the Project Manager certifies payment following an assessment date, the Contractor must comply with the Employer’s procedure for invoice submission.

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

The invoice states the following:

- Invoice addressed to Transnet Engineering;
- Transnet Engineering VAT No:
- Invoice number;
- The Contractor’s VAT Number; and
- The Contract number

The invoice contains the supporting detail:

- Payment Certificate indicating activities measured and agreed with the Project Manager and signed by the Project Manager and Contractor.

Invoices submitted by hand are presented to:

Transnet Engineering
For the attention of: The Project Manager, Transnet Engineering.

The invoice is presented as an original.

3.7. **General construction aspects**

3.7.1. **Work Specifications**

The User Requirement Specification is attached for the Employer requirements.

3.7.1.1. **Standard specifications**

The specification document must be read in conjunction with the following South African National Standards (SANS) codes and standards as applicable:

- **National Building Regulations (SANS 10400:2010)**

<table>
<thead>
<tr>
<th>Standard No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 10400 – Part A</td>
<td>General principles and requirements</td>
</tr>
<tr>
<td>SANS 10400 – Part C</td>
<td>Dimensions</td>
</tr>
<tr>
<td>SANS 10400 – Part D</td>
<td>Public safety</td>
</tr>
<tr>
<td>SANS 10400 – Part F</td>
<td>Site Operations</td>
</tr>
<tr>
<td>SANS 10400 – Part G</td>
<td>Excavations</td>
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<tr>
<td>SANS 10400 – Part J</td>
<td>Floors</td>
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<tr>
<td>SANS 10400 – Part K</td>
<td>Walls</td>
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<tr>
<td>SANS 10400 – Part L</td>
<td>Roofs</td>
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<tr>
<td>SANS 10400 – Part M</td>
<td>Stairways</td>
</tr>
<tr>
<td>SANS 10400 – Part N</td>
<td>Glazing</td>
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<tr>
<td>SANS 10400 – Part O</td>
<td>Lighting and ventilation</td>
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<tr>
<td>SANS 10400 – Part P</td>
<td>Drainage</td>
</tr>
<tr>
<td>SANS 10400 – Part S</td>
<td>Facilities for persons with disabilities</td>
</tr>
<tr>
<td>SANS 10400 – Part T</td>
<td>Fire protection</td>
</tr>
<tr>
<td>SANS 10400 – Part W</td>
<td>Fire installation</td>
</tr>
<tr>
<td>SANS 10400 – Part X</td>
<td>Environmental sustainability</td>
</tr>
<tr>
<td>SANS 10400 – Part XA</td>
<td>Energy usage in buildings</td>
</tr>
</tbody>
</table>

- **Standardized Specification for Civil Engineering Construction (SANS 1200)**

<table>
<thead>
<tr>
<th>Standard No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1200A – General</td>
<td></td>
</tr>
<tr>
<td>SANS 1200AB – Engineer’s Office</td>
<td></td>
</tr>
<tr>
<td>SANS 1200C – Site Clearance</td>
<td></td>
</tr>
<tr>
<td>SANS 1200D – Earthworks</td>
<td></td>
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<tr>
<td>SANS 1200DA – Earthworks (Small Works)</td>
<td></td>
</tr>
<tr>
<td>SANS 1200DB – Earthworks (Pipe Trenches)</td>
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<tr>
<td>SANS 1200DM – Earthworks (Roads, Subgrade)</td>
<td></td>
</tr>
<tr>
<td>SANS 1200G – Concrete</td>
<td></td>
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<tr>
<td>SANS 1200 GA – Concrete (Small Works)</td>
<td></td>
</tr>
<tr>
<td>SANS 1200H – Structural Steelwork</td>
<td></td>
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<tr>
<td>SANS 1200HB – Cladding and Sheeting</td>
<td></td>
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<tr>
<td>SANS 1200HC – Corrosion Protection of Structural Steelwork</td>
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<tr>
<td>SANS 1200L – Medium Pressure Pipelines</td>
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<tr>
<td>SANS 1200LB – Bedding (Pipes)</td>
<td></td>
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<tr>
<td>SANS 1200LC – Cable Ducts</td>
<td></td>
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<tr>
<td>SANS 1200LD – Sewers</td>
<td></td>
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<tr>
<td>SANS 1200LE – Stormwater Drainage</td>
<td></td>
</tr>
</tbody>
</table>
SANS 1200LG – Pipe Jacking
SANS 1200M – Roads (General)
SANS 1200ME – Subbase
SANS 1200MF – Base
SANS 1200MH – Asphalt Base Surfacing
SANS 1200MJ – Segmented Paving
SANS 1200MK – Kerbing and Channelling
SANS 1200MM – Ancillary Roadworks

- **Other applicable Standards**
  SANS 10252 Water supply and drainage for buildings Part 1
  SANS 32/SANS121 Hot Dip Zinc (galvanised) Coatings
  SANS 181 Thermostats for Electric Storage Heaters
  SANS10100-1:2000 The Structural Use of Concrete Part 1: Design
  SANS 10100-2:2000 The Structural use of concrete – Part 2: Materials and execution of work
  SANS 10160 General Procedures and Loadings (Design of Buildings)
  SANS 1491-1:2005 Portland cement extenders – Part 1 Ground granulated blast furnace slag
  SANS 1491-2:2005 Portland cement extenders – Part 2 Fly ash
  SANS 1491-3:2006 Portland cement extenders – Part 3 Condensed Silica Fume
  SANS 2001: CC1 Construction Works: Concrete Works (Structural)
  SANS 10162-2:2011 – The structural use of steel Part 2: Cold-formed steel structures
  SANS 6891/ISO 6891:1993 – Timber structures – Joints made with mechanical fasteners – General principles for the determination of strength and deformation characteristics
  SANS10163-1:2003 – The structural use of timber Part 1: Limit-states design
  NHBRC Home Building Manual 2015
  Guidelines for Human Settlement Planning & Design (Red Book)
  Please also take note of all other standard that are mentioned in this specification document that are not listed above.

### 3.7.1.2. Generic specifications
The following generic specifications will be applicable to this contract:
Transnet generic specifications:

- E7/2 (July 1998) Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

### 3.7.2. Plant and Material
The Contractor shall provide written certification of compliance with specification of Plant and Materials supplied by him where applicable.

### 3.7.3. Site establishment

### 3.7.3.1. Services and facilities provided by the Employer
The Employer provides the following Equipment on the Site for the Contractor’s use:

- Water is available free of charge on the site of the works.
- Single phase 220V AC electricity supply will be made available free of charge in the proximity of the works.

Wherever the Employer provides facilities (including, inter alia, temporary power, water, water-borne disposal, telecommunications etc) for the Contractor’s use within the Working Areas and the Contractor adapts such facilities for use, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and handback to the Employer.

3.7.3.2. Facilities provided by the Contractor

The Contractor shall make his own arrangements to establish a site office at the site. The area for this office and other storage facilities will be indicated at the site handover. The Contractor shall maintain the office for the duration of the contract.

The Contractor and his Subcontractors will make their own arrangements regarding toilet facilities within the construction area. This toilet facility shall be maintained in a clean and approved manner at all times during the construction period.

No housing of employees will be allowed on site.

3.7.3.3. Facilities provided by the Contractor for the Employer

Engineers/Project Manager’s Office.

Other requirements:

The Contractor inspects and surveys the buildings adjacent to the Site with the Project Manager and compiles records (punch-lists and photographs) of any existing damage to these buildings before construction commences.

3.8. Work and other things for the works provided by the Employer

The Employer provides:

- The Employer provides basic control points on Site for setting out purposes of the works.
- The Employer provides access to the Site.
- The Employer provides induction training.
- The Employer informs the Contractor of any statutory requirements for Plant and Materials.
- The Employer provides the Contractor with a matrix to clarify responsibilities and accountabilities at areas of interface with the Employer and Others.
- The Employer provides information to the Contractor with regards to planned shutdowns of the railway line that influences the Contractor’s plan to provide the Works.
- The Employer provides all standard format documentation to be used for this contract.
- The Employer provides trained operational standby and safety watch personnel to oversee adherence to safety and permit to work requirements on Site.
- The Employer provides a permit to work system, which allows the Contractor to Provide the Works on Site.
- The Employer provides information on others of which the programming of their works must
be interfaced with the works of the Contractor.

3.9. **Work by the Contractor to Provide the Works**

*General*

- The Contractor ensures that he is fully familiar with and knowledgeable about the Employer’s requirements, quantity, and type of all Plant and Materials and Equipment required in providing the Works.

- The Contractor ensures that he is fully familiar with, and knowledgeable about the operational aspects of the TE depot that may affect his plan to provide the Works.

- The Contractor provides the Project Manager with the Contractor’s construction manual, detailing the project specific work instructions and project specific procedures used by the Contractor in Providing the Works. The Contractor uses the Employer procedures as a basis to develop the project specific work instructions and project specific procedures.

- The Contractor identifies and lists all interfaces with others and with the Employer that the Contractor may be aware of, and presents this to the Project Manager for discussion within one week of the start date.

- The Contractor at all times protects the existing TE depot facilities and all items on Site belonging to the Employer from damage when providing the Works.

- The Contractor informs the Employer within 24 hours in writing of any safety incident, injuries and/or damage to any property or Equipment. Where Employer’s operations may be affected, these are to be reported as soon as is practicable.

- The Contractor fulfils his legal obligations to report certain defined incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, Act 85 of 1993 (as amended) and the Compensation for Injuries and Diseases Act, Act 130 of 1993 (as amended).

- The Contractor informs the project manager of intentions to stop work during inclement weather on Site.

- The Contractor stops work once the inclement weather causes a safety and health risk to employees exposed to the weather, or causes a risk that damage to property or Equipment may occur.

- The Contractor repairs, without delay, damage to the TE depot facilities and all items on Site belonging to the Employer caused by the Contractor or his Subcontractors in Providing the Works.

- The Contractor erects the necessary traffic signs to regulate road traffic where the Contractor changes the prevailing road safety conditions on Site when Providing the Works. The Contractor maintains these traffic signs until Completion.

The Contractor ensures that his staff satisfies the following minimum training/certification requirements by the Employer:

<table>
<thead>
<tr>
<th>Staff member</th>
<th>Certification/Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>All staff</td>
<td>TE Safety Induction Course</td>
</tr>
</tbody>
</table>
Plant and Materials

The Contractor must provide Plant and Materials required for the works.

The Contractor takes responsibility for ensuring that the Plant and Materials provided do not contain a Defect(s) and are in compliance with the SABS standards.

The Contractor performs the following with respect to Plant and Materials procured for the works:

- Inspection and Test Plans on Plant and Materials to be fabricated.
- The Contractor submits to the PM details to certify that tests and inspections have been carried out on Plant and Materials supplied to the Contractor by Others.
- The Contractor ensures that all Plant and Materials supplied by him are in accordance with the accepted designs and fit for their intended purposes.
- The Contractor takes full responsibility for the safekeeping of Plant and Materials supplied.
- The Contractor performs and controls the receipt and offloading of free issue Plant and Materials in accordance with the Employer's Site materials control procedures.
- The Contractor performs and controls the handling, hauling and warehousing of Plant and Materials in accordance with the Employer's Site materials control procedures.
- The Contractor prepares stockpile as per the Site lay down plan included in the Site Information.
- The Contractor informs the Project Manager of any free-issue Plant and Materials shortages and the impact thereof on the Contractor's plan to provide the Works.
- The Contractor returns all unused Plant and Materials to the Project Manager's control.
- The Contractor stockpiles all rubble and excess cut materials on site as identified in the Site Material Laydown Plan included in the Site Information.
- The Contractor stockpiles released and surplus materials on Site.

C3:10 Variations to the Standard Specifications

The following variations to the Standard Specifications will be applicable to this contract.

PSA GENERAL

PSA1 MATERIAL

PSA1.1 Quality of Materials and Workmanship (Clause A3.1)

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SANS Specification or Code, or in absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes up to and including December 2018 shall apply.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.
All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer’s notice by the Contractor.

**PSA2 PLANT**

**PSA2.1 Telephone (Clause A4.2)**

The Contractor shall make all necessary arrangements, within 7 days of the award of the Contract, and pay all costs in connection with the supply and maintenance of a telephone service in his Site Office. The service is to be maintained in proper working order for the duration of the Contract.

As an alternative to the above, the Contractor shall provide and maintain a cell phone or a radio telephone service on Site, provided it will be available on Site at all times.

**PSA3 CONSTRUCTION**

**PSA3.1 Setting Out of the Works (Clause A5.1.1)**

The Contractor will be responsible for the setting out of the Works from existing reference marks. Before commencement of construction work the Contractor shall clearly mark all reference marks on Site.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work is started. Only after approval of that portion of the Works by the Engineer may the detailed setting out and construction be commenced.

**PSA3.2 Services (Clause A5.4)**

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

**PSA3.4 Survey Assistants and Materials**

The Contractor shall make available to the Engineer two suitably educated survey assistants for use on and about the Site at all reasonable times. The Contractor shall supply all pegs and concrete, together with the necessary labour for excavation, mixing, and placing as and when required.

**PSA4 MEASUREMENT AND PAYMENT**

**PSA4.1 Fixed-Charge and Value - Related Items (Clause A8.2.1)**

The sums contracted in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7.5% of the Contract Sum for the Works and the balance, if any, will be paid after 50% of the Contract Sum for the Works has been certified for payment.
All fixed-charged costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amounts for the relevant “Other Obligations”.

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Schedule of Quantities for the telephone.

**PSA4.2 Setting Out of Works (Clause A8.2.1)**

Cost in connection with setting out of the Works shall not be paid separately and shall be included as overhead costs in the rates and prices in the Schedule of Quantities.

**PSA4.3 Time-Related Items (Clause A8.2.2)**

The sum Contracted in respect of a time-related item will be increased should extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was contracted has to be maintained during the extended period. The relationship between the increased sum for a time-related item to the Contracted sum for such item, shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

**PSA4.4 Watching, Barricading, Lighting and Traffic Crossings (Clauses A8.2.1 and A8.2.2)**

All fixed-charged and time related costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amount for the relevant “Other Obligations”.

**PSA4.5 Telephone (Clause A8.2.1 and A8.2.2)**

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Schedule of Quantities for the telephone.

**PSA4.6 Testing (Clause A8.5)**

The cost of all sampling and testing to be carried out by the Contractor or by approved laboratories shall be included in the sum for “Other Time-Related Obligations” and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes.

Control testing by the Engineer will be paid for from the Provisional Amount in the Bill of Quantities.

**PSA4.7 Dayworks (Clause A8.7)**

Dayworks shall be paid according to the stipulations of the Daywork Schedule. No payment shall be made for dayworks without a written site instruction.

All costs in connection with the location and deviation or rerouting of existing services will be paid under Dayworks.

**PSA4.9 Survey Assistants and Materials**

The use of assistants and materials by the Engineer shall be measured and paid under

**PSA4.10 Safety, Health and Environmental**

Payment for compliance with the requirements of this Section of the Specification shall be from the sum price under fixed-charged, value-related items and time related items in terms of requirement of clause PSA4.1 and PSA4.3 respectively.
PSAB ENGINEER’S OFFICE

PSAB1 MATERIALS

PSAB1.1 Office Building (Clause AB3.2)
The contractor shall provide an office for use by the Engineering staff. The office shall consist of one room with a floor area of at least 12m² with sufficient space for the display of working drawings and must also provide a table and chairs where monthly progress meetings can be held.

PSAB1.2 Site Instruction Books
Throughout the construction period, the Contractor shall supply three carbon triplicate books as Site instruction books.

The first book will be kept on Site by the Engineer’s representative to write day-to-day instructions and confirm any verbal information given to the Contractor.

The second book will be for the Contractor’s staff to provide the Engineer’s Representative with any information regarding the construction of the Works which may be requests and/or for giving notification in writing as required by any of the relevant clauses of the General Conditions of Contract.

The third book shall be used as a daily diary. The Contractor shall record weather, changes in Site staff and equipment, brief description of works, critical material deliveries, visitors and any other pertinent information. The Engineer shall add any notes of comments and both shall then sign that the information is correct.

At least one copy of each Site note issued by either party shall remain in the books. The books shall be mutually accessible.
PSC SITE CLEARANCE

PSC1 CONSTRUCTION

PSC1.1 Individual Trees (Clause C5.2.3.2)
The penalty for damaging or removing trees not specifically instructed by the Engineer to be removed, shall be R5500-00 per tree.

PSC1.2 Topsoil (Clause C5.6)
Topsoil shall be stored in designated stockpile areas for later use as indicated by the Engineer.

PSC1.3 Removal and Re-erection of Fences
All existing fences on the Site through which the Works have to be executed, shall be temporarily removed. The removal shall be carried out in such a manner that all materials shall be re-usable for re-erection on completion of the Works. The fences shall be so re-erected in such a manner that they are in a similar condition to that prior to removal. Where required, the Contractor shall supply and install new materials, should the existing materials not be suitable for re-use.

PSC1.4 Demolition of Structures (Clause C5.8)
The existing building(s) that must be demolished will be indicated by the Engineer. The building is to be demolished and the rubble disposed of as indicated by the Engineer. Any material retrieved will be stockpiled in designated area provided by the client. All material retrieved will be the property of the client.

PSC2 MEASUREMENT AND PAYMENT

PSC2.1 Basic Principles (Clause C8.1)
The transport of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the Site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PSC2.2 Removal and Re-erection of Fences)
Unit: m
The removal and re-erection of existing fences shall be measured and paid per linear meter. The rate shall include the cost of removal of the fences, the temporary storage of the components, the re-erection of the components on completion of the Works and any costs relating to the loading and transportation of the components. The supply and installation of new materials, where required, will be paid for at daywork rates.

PSC2.3 Demolish And Remove Structures (Clause C8.2.8)
Unit: Sum
The rate shall cover the cost of the removal of all structures on the site, the disposal thereof at the dumping site, the levelling and shaping of the site and the backfilling of any holes with material of at least the same quality as that of the in situ material. The rate shall also cover the cost of removing cleaning and handing over of all usable material to the Employer.

Payment for the removal of individual structures will be made pro rata in the relation of the area thereof to the total area of structures that has to be demolished and removed.
PSD EARTHWORKS

PSD1 SCOPE
The following work in this Section 1200 D shall be carried out using Labour Intensive Construction (LIC) Methods and for such work it shall be held that this specification covers earthworks carried out by hand tools and equipment or, where so permitted in the project specification, by restricted plant usage in accordance with PSD4:-

a) Clear and strip site;
b) Restricted excavation and backfilling;
c) Remove, stockpile and spread excavated material;
d) Filling and compacting holes where trees and stumps have been cleared;
e) Selecting and removing unsuitable material;
f) Spreading and compacting surplus excavated material on Site;
g) Hauling of material under (a) to (f) above up to 100 m by wheelbarrow.

PSD2 INTERPRETATIONS

PSD 2.3 Definitions
For LIC Methods the definition for "restricted excavation" shall read: -

"an excavation required to be carried out using only hand tools and equipment or, where so permitted in the project specification carried out with restricted use of plant."

PSD3 MATERIALS

PSD3.1 Method of Classifying
For LIC Methods add at the beginning: -

"Subject to the restrictions on the use of plant ...."

PSD3.2 Classes of Excavation (Sub-clause 3.1)
For LIC Methods the excavation of material will be classified as follows: -

"Notwithstanding the provisions of sub-clause 3.1, the material excavated will not be classified for the purpose of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

"Hard rock excavation": Hard rock excavation shall be excavation in material that requires to be broken up by drilling and blasting with explosives and/or wedging and splitting before removal or loading by equipment equivalent to that specified for soft excavation, and boulders of mass more than 50 kg.

In the event of the Engineer instructing that boulders in excess of 50 kg mass or isolated ridges of rock be broken up by sledgehammer or by heating and cooling (fire and water), such operations will be measured and paid for separately from other excavations.

PSD3.3 Material suitable for embankments and terraces
For LIC Methods in paragraph (b) "300 mm" shall read "150 mm".

PSD4 PLANT

PSD4.1 General
There shall be no restriction on the use of mechanical plant and equipment for work identified in the Schedule of Quantities as "Bulk" or "Mass" earthworks.

Where it is required that the work be carried out using LIC Methods (Refer PSD1) the first two sentences of 4.1 shall read:
"Except where permitted in the project specification, the Contractor shall use only hand tools and equipment such as picks, shovels, sledgehammers and wheelbarrows. Although, for the purpose of classifying excavations, particular items of plant are specified in PSD3.1.2, the Contractor is not obliged to provide or use those specified items of plant for carrying out the work but he may use such plant for the excavation that is so classified as an exception to the restriction on plant."

**PSD4.2 Compaction Plant**
For LIC Methods the Contractor shall, save by arrangement with the Engineer, not use compaction plant larger than manually-operated self-driven "pedestrian" compactors.

**PSD4.3 Haul Vehicles**
Although, for the purpose of classifying haulage, particular items of plant are identified in PSD5.2.5.2, the Contractor shall not be obliged to use wheelbarrows for the haul of materials over terrain where it may be impracticable to push a wheelbarrow manually.

**PSD5 CONSTRUCTION**

**PSD5.1 Exposing existing services (Sub-clauses 5.1.2).**
A multitude of services are known to exist over the whole area of the works and based on the information available on general layout plan indicating services have been prepared. Prior to commencing work in any area the Contractor shall consult the Project Manager in regard to the location of the services and shall assist him when required in locating the exact position and depths of services by means of hand excavated test holes. The location and depths of all services discovered by the foregoing investigations shall be recorded and plotted by the Contractor on an "As-built" copy of the services plan.

The Contractor shall assist when required in alterations to services by providing labour, plant and material and shall carry out the necessary work as instructed by the Project Manager.

Test holes to locate services shall be excavated at least 2 weeks ahead of construction in order to allow time for alterations to services or amendments to the design of the works. Once the services have been located the test holes are to be backfilled.

Claims for extension of time as a result of existing services will NOT be entertained if the operation of locating and/or protecting services is less than two weeks ahead of construction.

**PSD5.2 Disposal of surplus and unsuitable material from excavation (Sub-clauses 5.1.4.3 and 5.2.2.3).**
Surplus material from excavations which is suitable to use in fills shall be placed and spread in fills or placed in embankments in areas on the Site designated by the Project Manager and compacted to at least 90% Mod. AASHTO density (98% for cohesion less materials).

Unsuitable material from excavations shall be disposed of by spreading as uncompacted fill or by placing in embankments in areas designated by the Engineer during the Contract. When ordered by the Engineer, the material shall be compacted to at least 90% Modified AASHTO maximum density (98% for cohesion less materials), or to such greater density as directed by the Engineer.

**PSD5.2 Disposal and spoil site(s) (Sub-clause 5.2.2.3)**
All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump to be selected by the contractor. The haulage, dump costs and any levies etc shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.

All excess material shall be spoiled off site in a disposal dump to be identified by the contractor. The contractor is to allow for everything necessary to load haul, tip and spread and compact if necessary. Spoiling on Transnet property shall not be permitted unless a specific authority is obtained from the
operator/owner of the spoil site that they have accepted the material and all obligations in regarding to the spoiling of material has been met.

**PSD5.2 Embankments**
For LIC Methods, the first sentence of the third last paragraph shall read:

"The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness before compaction, not exceeding 150 mm."

**PSD5.3 Backfilling against structures**
For LIC Methods all trenches and excavations outside structures shall be carefully refilled with approved material in layers of thickness not exceeding 150 mm before compaction. During the placing of each layer, the filling shall be well stamped and compacted.

**PSD5.4 Freehaul**
For LIC Methods freehaul shall be 2,5 m or the average distance of a single throw with a standard shovel full of soil, whichever is the greater distance.

**PSD5.5 Overhaul**
For LIC Methods, transportation of all excavated material beyond the freehaul distance in terms of PSD5.2.5.1 will be regarded as overhaul. Overhaul will be classified as

Wheelbarrow haul or Tractor and trailer haul or Truck (long) haul, based on the following ranges, unless otherwise approved by the Engineer:-

Distance beyond the end of the freehaul in terms of PSD5.2.5.1 by the shortest practicable route

- a) Wheelbarrow haul  Up to 100 m
- b) Tractor and trailer haul  Over 100 m up to 0,5 km
- c) Truck or long haul  Over 0,5 km

The Contractor shall not incur overhaul expenses without prior approval/authorization by the Engineer.

**PSD5.6 Bulk Excavation, Placing, Compaction and Finishing (Sub-clauses 5.2.2, 5.2.3 and 5.2.4)**
The excavation of undulating sand dunes on Site and on a borrow site as applicable, the placing of excavated materials in embankments and fills and the compaction of the embankments and fills shall be classified as "bulk" earthworks for the purpose of this contract.

**PSD5.7 Compaction of Cut Areas**
All cut areas in sandy soil shall be compacted to 100% Mod AASHTO to a depth of 300 mm after final finishing.

**PSD5.8 Explosives (Clause 5.1.1.3)**
The Contractor shall use explosives for blasting in connection with the Works only where approved by the Engineer. Such approval, however, shall not relieve the Contractor of his responsibilities in terms of the Contract.

The Contractor shall submit to the Engineer for his approval, before any blasting preparation on Site is commenced, details of his proposed blasting programme, the methods to be used and the precautions to be adopted. The Contractor shall use only moderate charges of explosives at any time and the utmost care shall be taken to avoid unnecessary shattering of rock or disturbance of the ground.

Blasting shall not be permitted in any situation or position where, in the opinion of the Engineer, it is likely to endanger any existing foundations, structures, pipelines, power and telephone lines or other services. In such situations, the rock shall be excavated by drilling and wedging or by other suitable methods other than blasting, as approved by the Engineer.
The prior consent for blasting given by the Engineer shall in no way relieve the Contractor of any of his obligations under this Contract and the Engineer shall have the power to withdraw his consent for blasting and order other means or methods of excavation in rock.

**PSD6**  TOLERANCES

**PSD6.1 Position, Dimensions and Level for Bulk Earthworks**
Except that finished levels shall comply with Sub-clause 6.1(b) (3) for Degree of Accuracy II, a degree of accuracy III shall be applicable to bulk earthworks.

**PSD8**  MEASUREMENT AND PAYMENT

**PSD8.1 Basic Principles**

**PSD8.1.1 Overhaul**

For LIC Methods, amend the last sentence to read:

"Where overhaul is payable, the additional distance will be measured as specified in the Schedule of Quantities and volumes will be computed as specified in Sub-clauses 8.2.1 and 8.2.2."

**PSD8.2 Computation of Quantities**

**PSD8.2.1 Volume Computed by Capacity**

In the second sentence, the word “vehicles” and “vehicle” shall be substituted by the words “vehicles or wheelbarrows”, and “vehicle or wheelbarrow”.

**PSD8.3 Scheduled Items**

**PSD8.3.1 Disposal and Placing of Surplus Material (Sub-clauses 8.3.2 and 8.3.3)**

The tendered rates for excavation and disposal of material shall include the costs for the placing of the material as uncompacted fill at a site within the free haul distance.

**PSD8.3.2 Compaction of Cut Areas  Unit: m³**

The cut areas to be compacted shall be measured in m². The tendered rate shall include all costs for the compaction of sandy soil as specified in PSD5.2.7.

**PSD8.3.3 Restricted Excavation**

For LIC Methods, the sub-items of Sub-clause 8.3.3(b) shall read as follows:

"(b) Extra-over for

Intermediate excavation  Unit: m³

Hard rock excavation  Unit: m³"

**PSD8.3.4 Filling and compacting holes**

The filling with soil and compaction of holes and depressions on Site as designated by the Engineer will be measured per cubic meter (m³), as compacted fill according to the volume of the holes.

The tendered rate shall cover the cost of placing the material, watering where required and compaction to 93% AASHTO density (100% for sand).

The cost of excavation and hauling of material will be measured under the relevant scheduled items.

**PSD8.3.5 Overhaul (PSD5.2.5.2.)**

For LIC Methods, the item of Sub-clause 8.3.6 shall read as follows:

"Overhaul (Provisional): -"
Wheelbarrow haul  Unit: m³.m
Tractor and trailer haul  Unit: m³.km
Truck haul  Unit: m³.km"
PSDB EARTHWORKS (PIPE TRENCHES)

PSDB.1 MATERIALS

PSDB.1.1 Material for Reinstatement of Roads and Paved Areas (Clause DB3.6)
Road layers and the wearing surface must conform to the requirements of the relevant authorities and the materials used must be similar to the existing material.

PSDB.1.2 Treatment of Excavated Material (Clause DB3.7)
Where excavated material can be rendered suitable for backfilling by screening, or other treatment and where no suitable material within a freehaul distance of 0,5 km from the point of placing is available, the Engineer may require the Contractor to treat the excavated material to render the same suitable for backfilling provided that at least 60% by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor’s methods of working, the above mentioned treatment shall be carried out at the Contractor’s expense.

PSDB.2 CONSTRUCTION

PSDB.2.1 Water in Trenches (Clause DB5.1.2)
Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

PSDB.2.2 Minimum Cover and Trench Base Width (Clause DB5.2)
Bedding is also required for pipes of external diameter less than 125 mm. The minimum trench base width for pipes smaller than 125 mm laid at a depth not exceeding 1,5 m shall be 600 mm. Minimum cover on top of any pipe is 1,0 m.

PSDB.2.3 Over-Excavation of Trenches (Clause DB5.5)
Where pipe trenches are excavated by the Contractor to depths in excess of those specified, directed or indicated on the Drawings, such over-excavation shall be backfilled with suitable approved selected material in layers not exceeding 150 mm uncompacted thickness and compacted to the density of the adjacent undisturbed material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over-excavation, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over-excavation shall be at the Contractor’s expense.

PSDB.2.4 Storm water Control at Pipe Trenches (Clause DB5.1.2)
Transverse berms of suitable gravel compacted to 95% of Mod AASHTO max. density, at 45° to the direction of and placed symmetrically across the top of the pipe trench and with a fall to the lower side of the pipe route, shall be placed on steep slopes to prevent scouring of the backfilled pipe trenches. The berms shall be 150 mm high, 600 mm wide and 3 m long and neatly trimmed. The Engineer shall determine distances between berms on Site.

PSDB.2.5 Backfilling (Clause DB5.6)
The requirements of Clause PSDB1.2 shall also apply.

Where directed by the Engineer, surplus material shall be neatly heaped above the trench, over the actual trench width, to a height not exceeding 150 mm above the adjacent level. The Contractor shall, however, take the necessary precautions to prevent interference with the natural flow of Storm water or concentration thereof by heaping of surplus material.
PSDB.2.6 Compaction (Clause DB5.7)
Backfilling to pipe trenches shall be compacted to 93% of Mod AASHTO max. density, up to finished ground level, in areas not subjected to traffic loads.

In areas subjected to traffic loads, the backfilling shall be compacted to 95% of Mod AASHTO max. density to the underside of the road formation for a distance of at least 1,0 m past either extremity of the road formation.

PSDB.2.7 Reinstatement of Surfaces (Clause DB5.9.5.1)
The thickness of the bitumen premix layer shall be at least 25 mm after compaction.

PSDB.2.8 Exposing of Existing Pipelines
It shall be required from the Contractor to expose existing waterlines. Exposure could be over a length of the existing pipeline or at specific positions for the connecting in of pipelines, installation of valves and fittings, cutting off of existing pipelines or the exposing of informal connections.

The excavation shall be done in such a manner that no damage is done to existing pipelines and will be regarded as hand excavation. The method of excavation must be allowed for in the Contractor's construction programme.

PSDB.3 TESTING
PSDB.3.1 Testing (Clause DB7.1)
All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer will be paid for separately from the Provisional Amount provided for this purpose.

PSDB.4 MEASUREMENT AND PAYMENT
PSDB.4.1 Treatment of Excavated Material (Clause DB8.3.3)
A separate payment will be made where the Contractor is requested to treat excavated material to render the same suitable for backfilling per m³ of treated material measured in accordance with specified theoretical dimensions.

PSDB.4.2 Existing Services that Intersect a Pipe Trench (Clause DB8.3.5(a))
The rate for existing services that intersect a pipe trench shall include the method of excavation necessary to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured. Only services which are exposed by the trench excavations shall be measured. Informal connections will not be regarded as an existing service.

Excavation around existing services, as determined by the Engineer on Site, shall be deemed to be restricted excavation.

PSDB.4.3 Existing Services that Adjoin a Pipe Trench (Clause DB8.3.5 (b))
The rate for existing services that adjoin a pipe trench shall include the method of excavation required to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured.
PSDB.4.4 Reinstate Road Surfaces Complete with all Courses (Clause DB8.3.6.1)
The reinstating of all courses and road surface shall be measured and paid together for the theoretical excavation width. The rate shall include the provision and construction of all materials for each course, the repair of adjacent damaged areas and all labour and costs related thereto during the construction and maintenance periods.

PSDB.4.5 Berms Across Pipe Trenches
Berms across backfilled pipe trenches shall be measured per berm and the price shall include all materials and work in connection therewith.

PSDB.4.6 Supply of Backfill Material by Importation
The provision of backfill material by importation from a borrow pit shall be measured and paid for per m³ in accordance with the specified theoretical dimensions, as an extra over on the excavation and backfill item for pipe trenches.

PSDB.4.7 Exposing of Existing Pipelines
Exposing of existing lines will be measured per linear meter or per unit, as specified in the Schedule of Quantities. The rate must allow for the method of excavation necessary to avoid damage to the existing service and all protective measures and supports required.

PSDB.4.8 Excavations for pipes (Clause DB8.3.2 (a))
Payment for sections of pipelines, which are partially complete, will be as follows:
   a) Completion of excavations and installation: 60% of scheduled rate.
   b) Completion of backfilling and compaction: 95% of scheduled rate.
   c) Completion of testing: 100% of scheduled rate.
   Less the percentage of retention as per the Appendix.

PSDB4.9 Computation of Quantities (Clause DB8.2.2)
The length used for computation shall be the face to face distance between the outer faces of manholes, catch pits, etc. The excavation for manholes, catch pits and the like shall be measured separately as part of the applicable unit.
PSDM: EARTHWORKS (ROADS, SUBGRADE)

PSDM 3 MATERIALS

PSDM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to DM 3.1:

All in situ pavement material shall be classified as soft material for excavation purposes.

PSDM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSDM 3.2.3 Selected Layers

Substitute 3.2.3 with the following:

Materials used for selected layers shall comply with the requirements of standard specification 1200 M.

All imported material underlying the subbase or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers, all at the Contractor’s expense.

PSDM 4 PLANT

PSDM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER

PSDM 4.2.1 Pneumatic-Tyred Roller

Pneumatic-tyred rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyred wheels of the same diameter. The mass of the roller shall be at least 10 tons. All wheels must bear the same mass.

The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one pass with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure shall be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

PSDM 5 CONSTRUCTION

PSDM 5.1 PRECAUTIONS

PSDM 5.1.2 Accommodation of Traffic

Add the following to 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of traffic is restricted. Access is to be provided to the rest of the facilities should the client so requests.

PSDM 5.2.2.3 Use of Materials

Topsoil shall be stockpiled in positions such that the stockpile shall not be disturbed during the construction of other services. Only topsoil that will be required for banks and sidewalks must be stripped and stockpiled.

PSDM 5.2.2.4 Temporary stockpiling of materials

Add the following to 5.2.2.4:
The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

**PSDM 5.2.2.5 Disposal of surplus or unsuitable material**

Any roadbed material which is considered by the Engineer to be of a quality that would be detrimental to the performance of the completed road shall be removed to widths and depths as instructed by the Engineer and shall be disposed as prescribed. The excavated area shall then be backfilled with approved imported material compacted to the required density.

**PSDM 5.2.3 Treatment of Road bed**

a) Preparation and compaction of road bed

Substitute the first paragraph of 5.2.3.3(a) with the following:

The road bed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93% of Mod AASHTO density (100% for sand), except where otherwise ordered by the Engineer.

Add the following subclause:

b) In situ preparation of road bed with eight roller passes

Any part of the road bed that lies within the selected layer and which, regardless of its density, is suitable according to the Engineer's opinion, can be used in situ if so instructed by the Engineer.

If due to the nature of material, the degree of compaction cannot be controlled by means of in situ density tests, the Engineer may instruct compaction to be done by eight roller passes as specified in PS DM 4.2. The Engineer may further request that the compaction effort be altered by increasing or reducing the number of passes and that payment be amended accordingly.

The surface of the road bed shall be shaped true in respect of line and level within the tolerances as specified in clause 6. During the shaping of the road bed, all material that has to be removed and cannot be re-used, shall be disposed of and will be paid for under item 8.3.7. If necessary, additional material that has been approved by the Engineer shall be imported to meet the required levels.

No strict measurements in connection with soil moisture content will be applied by the Engineer during compaction. The Contractor must however convince the Engineer that all possible efforts have been made to utilise favourable soil moisture conditions. Compaction must be done during periods when the road bed is not to wet or to dry. The Engineer has full authority to decide whenever conditions are favourable for compaction, and may at any stage instruct the Contractor to water the road bed at the Contractor's expense if he, in the Engineer's opinion, neglected to satisfy the above-mentioned requirements.

**PSDM 6 TOLERANCES**

**PSDM 6.2 DIMENSIONS AND LEVEL CONTROL**
The Contractor shall submit to the Project Manager, in a form acceptable to the Engineer, records of dimension and level control, prior to requesting the Engineer to carry out any routine inspections.

**PSDM 7 TESTING**

**PSDM 7.2 PROCESS CONTROL**

Amend table 1 of 7.2 as follows:

Substitute "2 000 m²" with "500 m²", "1 500 m²" with "200 m²" and "5 000 m²" with "500 m²".

**PSDM 7.3 ROUTINE INSPECTION AND TESTING**

Substitute 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.
PSG CONCRETE (STRUCTURAL)

PSG1 MATERIALS

PSG1.1 Cement (Clause G3.2)
Rapid hardening Portland Cement shall only be used after approval by the Engineer.

Only Ordinary Portland Cement shall be used for the Works, unless otherwise indicated or directed by the Engineer.

Cement shall not be older than 12 weeks at the time of being used.

PSG1.2 Aggregates (Clause G3.4)
The use of plums in concrete work will not be permitted.

PSG1.3 Admixtures (Clause G3.5)
Admixtures may be used subject to the following conditions:

a) All information regarding the admixtures to be used shall be provided in terms of Sub-clause G3.5.1.

b) The beneficial results to be expected from the use of the admixture shall be clearly stated.

c) Proof is submitted that these results will be obtained with the particular concrete in the Works under the conditions expected on the Works.

d) The use of the admixture shall not adversely affect the durability or any other property of the concrete.

e) The admixture shall conform with the applicable A.S.T.M. or other relevant specification.

f) The admixture shall be used in strict conformity with the manufacturer’s instructions.

PSG1.4 Air-entraining Agents (Clause G3.5.2)
The use of air-entraining agents shall not be permitted.

PSG1.5 Joint Fillers and Sealers
Joint filling material to isolation joints in surface beds shall be 10mm thick closed cell high density polyethylene “Expand foam” as manufactured by “Fosroc” or equal approved material.

Joint filling material to sawcut joints in surface beds shall be 12 x 12mm.

“Expancell” as manufactured by “Fosroc” or equal approved material.

Joint filling material to expansion joints between existing and new buildings shall be between polystyrene.

Joint sealing material to isolation and sawcut joints in surface beds shall be “Thioflex 600” as manufactured by “Fosroc” or equal approved material and shall be applied in accordance with the manufacturer’s requirements and to the approval of the Engineer.

An approved separator shall be provided between the joint filling and sealing materials in all joints to avoid bonding of the joint filling and sealing materials.

PSG1.6 Bondbreaker
Material for the debonding of adjacent concrete elements shall be “Ravenol” bituminous paint or equal approved material.

**PSG1.7 Grout**

All grouting must be carried out using a pre-packaged non shrink cement based product which is chloride-free such as “Conbeska GP” manufactured by “Fosroc” or equal approved material.

**PSG2 PLANT**

**PSG2.1 Formwork (Clause G4.5)**

Formwork shall be provided for all concrete surfaces sloping more than 30° with the horizontal, unless otherwise approved or directed by the Engineer.

Wire connectors through concrete shall not be allowed. All ferrules or other fastening devices shall present a neat, uniform and tidy pattern.

All holes created by the removal of shutter fixing devices shall be thoroughly grouted with sand/cement grout of the same colour as the surrounding concrete. The ratio of cement to sand in the grout shall be the same as that used in the concrete. The concrete surface at the holes shall be made flush and neat to the satisfaction of the Engineer. In underground or water retaining structures, the grouting operation shall render the structure watertight.

All exposed corners of concrete structures shall be splayed with 20 mm x 20 mm fillets unless otherwise indicated or directed by the Engineer. No sharp corners will be allowed.

The use of old, buckled, twisted or otherwise damaged steel or timber shutters on off-shutter concrete will not be permitted and all formwork shall be approved by the Engineer before concreting is commenced.

Should the soil conditions on Site not be suitable for the casting of footings and foundations against excavated faces, the Engineer shall instruct the Contractor to utilise rough vertical formwork.

If requested by the Engineer, the Contractor shall submit to the Engineer the design and details of the formwork for approval before any work is commenced.

**PSG3 CONSTRUCTION**

**PSG3.1 Reinforcement (Clause G5.1)**

Welding of reinforcement will not be permitted.

**PSG3.2 Cover over Reinforcement (Clause G5.1.3)**

The exposure condition for the Works shall be “severe” unless otherwise indicated on the Drawings.

**PSG3.3 Formwork (Clause G5.2)**

The finish to concrete where smooth formwork is specified shall be to Grade I Degree of Accuracy as defined in Clause 6 and shall be rubbed down with carborundum blocks at a time approved by the Engineer. No cement wash shall be allowed on exposed concrete surfaces.

**PSG3.3 Concrete (Clause G5.5)**

Concrete used in the Works, shall be strength concrete of the following grades:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Specified 28 Day Compressive Strength (MPa)</th>
<th>Nominal Aggregate Size (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40/20</td>
<td>40</td>
<td>20</td>
</tr>
</tbody>
</table>
### Grade | Specified 28 Day Compressive Strength (MPa) | Nominal Aggregate Size (mm)
--- | --- | ---
30/20 | 30 | 20
25/20 | 25 | 20
20/20 | 20 | 20
15/20 | 15 | 20

The grades of concrete to be utilised in various parts of the Works shall be as indicated on the Drawings or as directed by the Engineer.

All mix proportions for strength concrete shall be subject to the approval of the Engineer, but such approval shall not relieve the Contractor of his responsibilities in terms of the Contract. The proposed mix designs shall be submitted to the Engineer prior to the commencement of concreting operations.

Changes in plant, aggregate or mix proportions shall only be made with the prior approval of the Engineer.

Unless otherwise specifically agreed to by the Engineer in writing, all concrete shall be produced at the site of construction. If the use of ready mixed concrete is allowed, such concrete shall be in accordance with the requirements of the Specifications.

Unless otherwise indicated or directed by the Engineer, all foundation surfaces, excluding surface beds and brick wall foundations, shall be covered with a blinding layer before reinforcement is placed, in accordance with the details shown on the Drawings or as indicated by the Engineer. All foundation surfaces shall be inspected and approved by the Engineer before blinding layers or other concrete is placed. All shuttering and fixed reinforcement must also be inspected and approved by the Engineer before concreting.

At least 48 hours’ notice is required by the Engineer in respect of all such inspections.

The use of curing compounds shall be subject to the prior approval of the Engineer.

Construction joints shall only be allowed at positions indicated on the Drawings or approved by the Engineer. Where construction joints are unavoidable, suspended slabs shall be stopped off at 45° adjacent to and past columns. Walls shall be stopped off at right angles.

The Contractor shall prepare two trial mixes for each grade of concrete specified in the Works no later than 1 month prior to the commencement of casting of concrete on the Works. The aggregates and plant, as erected and approved on the Site, shall be utilised for this purpose. The Contractor shall make and test six 150 mm concrete cubes for each of the trial mixes. Three cubes of each trial mix shall be tested at 7 days and the remaining three tested at 28 days.

**PSG3.4 Concrete Surfaces (Clause G5.5.10)**

Except where otherwise specified or indicated, all exposed unshuttered concrete surfaces shall, immediately after placing of the concrete, be levelled and shall be floated after the surface has set sufficiently. Floating shall be performed in one direction and float marks shall be parallel and of good appearance. Under no circumstances will exposed unshuttered concrete surfaces be allowed to be finished off with a separate cement-sand screed.

Where a wood floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, wood floating shall be performed to produce a dense, uniform surface free of any marks.
Where a steel floated concrete surface is shown on the Drawings or directed by the Engineer, hand floating of the surface shall first be completed and after the hand floated surface has hardened sufficiently, power floating shall be performed to produce a dense, uniform surface free of any marks.

**PSG3.5 Joint Fillers and Sealers**

All joint fillers and sealers shall be installed in accordance with the manufacturer’s requirements, to the approval of the Engineer. The joint sealer shall be applied to form a homogenous unit without discontinuities or openings and shall be finished to a neat level surface and aligning with the faces of the joints.

**PSG3.6 Rubbing Down of Exposed Concrete Surfaces**

All exposed concrete surfaces shall be rubbed down with carborundum blocks to a smooth appearance and a uniform colour. No cement wash will be allowed on exposed concrete surfaces.

**PSG4 TOLERANCES**

**PSG4.1 General (Clause G6.1.1)**

The Contractor shall construct all exposed shutter finish concrete surfaces to Degree of Accuracy I. All other Concrete Works shall be constructed to Degree of Accuracy II.

The Contractor shall remedy or remove and replace at his own expense, all concrete work which does not satisfy the prescribed tolerances, as directed or approved by the Engineer.

**PSG5 TESTS**

**PSG5.1 Testing (Clause G7.2)**

The Contractor shall be responsible for testing of cubes at approved laboratories for his own construction quality control, at his own expense, and he shall mould and cure the same.

Control tests by the Engineer shall be paid for separately from the Provisional Amount provided for this purpose.

The Engineer shall require six concrete test cubes for each individual concreting operation. Three of these cubes shall be tested at 7 days and three at 28 days.

Should 7 day strengths be obtained at any stage, which indicate, in the opinion of the Engineer, that the specified characteristic strength will not be achieved, the Engineer may stop concreting operations until 28 day strengths of such concrete are available, without compensation for losses or delays.

**PSG6 MEASUREMENT AND PAYMENT**

**PSG6.1 Formwork (Clause G8.1.1)**

The rubbing down of concrete with a smooth formwork finish, with carborundum blocks shall be measured separately per square metre.

The splaying with 20 x 20 mm fillets shall not be measured separately and shall be included in the formwork rates.

The rate for rough vertical formwork where excavation surfaces are not suitable for casting of concrete shall include the necessary working space and support of the formwork.

**PSG6.2 Reinforcement (Clause G8.1.2)**

The basic rates Contracted for 25 mm bars as well as the extra-over rates for bars of diameters other than 25 mm, shall not be subject to variations in terms of the general Conditions of Contract, should the final quantities differ from the quantities given in the Schedule of Quantities.
PSG6.3 Concrete (Clause G8.1.3)
The cleaning of construction joint surfaces shall not be measured separately and all costs in connection therewith shall be included in the concrete rates.

PSG6.4 Unformed Surface Finishes (Clause G8.4.4)
Wood and steel floated surface finishes shall be measured and paid separately per square metre of the completed and finished concrete surface.

PSG6.5 Joints (Clause G8.5)
Contraction, isolation and sawcut joints shall be measured and paid per linear metre. The rate shall include the joint filling and sealing materials and the provision of an approved separator between the joint filling and sealing materials. Formwork to isolation joints shall be included in the relevant rate.

Joint filling material to expansion joints shall be measured and paid for per square metre.

PSG6.6 HD Bolts and Miscellaneous Metal Work (Clause G8.8)
HD Bolts and expandable anchor bolts shall be measured and paid per unit. The rate shall include the cost of the bolts, washers, nuts, all threading and drilling, shaping, anchor sleeves, casting in and all labour and finishing complete.

Trimmer angles and other miscellaneous steelwork cast into concrete shall be measured and paid per kilogram. The rate shall include the cost of the supply of the item, the casting in and all labour and finishing. The measured mass shall include the basic mass of the item and any plates or brackets attached thereto as indicated on the Drawings or directed by the Engineer.

PSG6.7 Bondbreaker
The application of bituminous paint to concrete surfaces, for the debonding of adjacent concrete elements, shall be measured and paid per square metre.

PSG6.8 Testing of Water Retaining Structures
The testing of water retaining structures shall be paid under a sum in the Schedule of Quantities. The sum shall include the cleaning and flushing of the structures, the testing of the structure and all requirements of the Specification.

PSG6.9 No-Fines Concrete and Benching
No-fines concrete or benching of uniform thickness will be measured per m². No-fines concrete or benching of varying thickness will be measured per m³.

The rate shall include the supply of materials, cost of mixing, placing and compaction.

PSG6.10 Grouting
Grouting will be measured per m³.

PSH STRUCTURAL STEELWORK (SANS 1200H)

PSH 1 MATERIALS

PSH 1.1 STRUCTURAL STEEL (Sub Clause 3.1)
Structural steel generally shall be Grade 300WA.

PSH 1.2 BOLTS AND NUTS (Sub Clause 3.5)
Unless otherwise specified on the drawing or in the Schedule of Quantities, bolts and nuts shall be Grade 4.6 and shall be zinc plated to BS 1706 – 1990, passivated to DEF 130 (looking golden). Bolts for moment connections shall be Grade 8.8.

**PSH 2 CONSTRUCTION**

**PSH 2.1 DRAWINGS AND SHOP DETAILS**

**PSH 2.1.1 DESIGN DRAWINGS (Sub Clause 5.1.1)**

In addition to Clause 5.1.1 the following shall apply:

The Engineer’s design drawings will be made available to the Contractor on a phased basis in a sequence and at a time established by Engineer, together with the Contractor, with a view to smooth in the peaks in the Contractor’s work load on the contract. In so far as this is possible rationalising the information flow from the Engineer within the constraints of the availability of vendor information on the one hand and the completion of foundations ready for erection on the other.

The sequence and anticipated timing of the issue of the Engineer’s design drawings are indicated on the programme.

Whilst every effort will be made to accommodate the Contractor’s preferences in the sequence and timing of the issue of the Engineer’s design drawings, the exigencies of the project may require the Contractor to accept information in a sequence and at a time different to this. In this event the Contractor will be required to apply such additional fabrication and erection resources as may then become necessary to achieve key dates for mechanical access and completion.

**PSH 2.1.2 CONTRACTOR PROVIDES SHOP DETAILS (Sub Clause 5.1.2)**

This clause is omitted and replaced by:

The Contractor shall commence shop detailed drawings on receipt of the Engineer’s design documents. Duplicate copies of shop details drawings shall be submitted to the Engineer for his approval. The Engineer shall return one copy of the drawings with comments or written approval, as the case may be within 10 (ten) working days).

The Engineer checks the drawings on behalf of the Employer and is limited to the confirmation of design intent. Responsibility for dimensional co-ordination for erection fit shall remain with the Contractor.

**PSH 2.2 FABRICATION**

**PSH 2.2.1 SHOP CONNECTIONS**
All shop connections shall be welded and as a precaution against corrosion, welds shall be continuous around the periphery of the contract surfaces.

**PSH 2.3 ASSEMBLY AND ERECTION**

**PSH 2.3.1 SUB-ASSEMBLIES**
To reduce the number of site connections, shop welded sub-assemblies shall be as large as possible, compatible with the practicability and cost of transportation to the site and hoisting into position.

**PSH 2.3.2 TOLERANCES (Clause 6)**

**PSH 2.3.2.1 FABRICATION AND ASSEMBLY TOLERANCE (Clause 6.1.2)**
In addition to Clause 6.1.2 the following shall apply:
Fabrication and erection tolerances shall be in accordance with the values indicated on sketches PD1, PD2 and PD3 which is an extract from the National Structural Steelwork specification for Building Construction and published by The British Constructional Steelwork Association Limited.

**PSH 2.3.3 TOLERANCES ON DIMENSIONS, ACCURACY OF ERECTION, ETC. (Clause 6.2)**

**PSH 2.3.3.1 OTHER TOLERANCES (Clause 6.2.2)**
Clause 6.2.2 is replaced by the following:

Tolerances shall be in accordance with the values indicated on Sketch PD2 which is an extract from the National Structural Steelwork Specification for Building Construction and published by The British Constructional Steelwork Association Limited.

**PSH 2.3.4 WELDING**

**PSH 2.3.4.1 QUALIFICATIONS OF WELDERS**
Welders shall be coded and shall hold valid certificates in terms of SANS 10044-4 for the type of welding involved in this Contract.

**PSH 2.3.4.2 VISUAL INSPECTION OF WELDS**
All welds shall be visibly inspected and checked for conformity with the standards specified in SANS 10044-4.

**PSH 2.3.4.3 TESTING OF WELDS**
The Engineer will, at his discretion, call for non-destructive testing of welds.

**PSH 2.3.4.4 REMEDIAL MEASURES**
Should any welds be rejected by the Engineer for defects detected either visually or NDT, the defective welds shall be cut out and re-welded to the Engineer’s approval and at the Contractor’s expense including the cost of testing.

Should any tests ordered by the Engineer show the welds to be acceptable, the costs of such tests will be to the Employer’s account and a provisional item has been included in the Schedule of Quantities for this purpose.

**PSH 2.4 PROTECTIVE TREATMENT (Sub Clause 5.3.9)**
The cleaning and priming of structural steelwork shall be done by a competent workman properly equipped and supervised and working in suitable weatherproof dust free premises.

**PSH 2.4.1 ABRASIVE BLAST CLEANING**
All abrasive blast cleaning shall be to SA 2½ of Swedish Standard SIS 055900n and shall comply with the relevant clauses of SANS 10064.

The blasting medium and compressed air shall be selected to impart a profile in the range of 25 to 50 microns to the steel surface and shall be free of any contaminant deleterious to subsequent priming.

Priming shall be applied within two hours of blast cleaning to surfaces, which are completely clean and dry.

**PSH 2.4.2 SITE PAINTING**
All areas of steelwork in which the primer has been damaged shall be cleaned and dried and touched up in accordance with the paint manufacturer’s recommendations.

**PSH 2.4.3 COLD ROLLED SECTIONS**
Steel sections shall be not dipped (galvanized) zinc coated to SANS 32/SANA 121.

**PSH 2.4.4 TOLERANCES**

Inclusively, the standards and tolerances specified in the National Structural Steelwork Specification for Building Construction shall apply.
i) **CLEANLINESS**

A lower grade of cleanliness shall not be acceptable when a grade of cleanliness is specified, e.g. Grade SA 2½.

ii) **PROFILE HEIGHT**

The average profile height shall not be more than 10% above the maximum specified.

**PSH 2.4.4.2 COATING THICKNESS**

The average coat of paint is applied to any area where the paint film thickness is less than the minimum specified.
PSHA STRUCTURAL STEEL WORK (SUNDRY ITEMS)

PSHA3 MATERIALS

PSHA 3.1 Structural Steel
All steel used for the fabrication of structural steel components shall comply with the requirements of SANS 1431 Grade 300WA steel, unless otherwise stated.

PSHA 3.2 Welding Consumables
Only low hydrogen electrodes or electrodes with a controlled hydrogen content shall be used for welding, unless otherwise agreed to by the Engineer in writing.

PSHA5 CONSTRUCTION

PSHA 5.2.3 Holes for Fasteners
The punching of holes is not acceptable and all holes shall be drilled.

PSHA 5.2.4 Welding
All welding shall be carried out in accordance with BS 5135 and SANS 10044, Parts I, II and III (Chapter 1). Where the BS and SABS specifications are contradictory, the SANS Clause shall apply.

Field welding shall be carried out with a direct current welding machine and shall only be allowed for secondary structural elements.

Surfaces to be welded shall be free of filings, rust, grease, paint and other materials which may be detrimental to the quality of the weld. Mill scale which cannot be removed by brushing may remain on the metal.

Elements shall remain in alignment and be free of warps and bends on completion of the welding and all weld splash shall be removed.

PSHA 5.2.6 Handrails
Handrails shall be standard hot-dipped galvanised "Monoweld" rails or approved equal, securely fixed to the structure as prescribed by the manufacturer.

PSHA 5.2.7 Ladders
Steel ladders must be galvanised. Ladders must be installed or fixed in the position as indicated on the Drawings or directed by the Engineer.

PSHA 5.2.8 Open Grid Floors
Open grid floors shall be of approved make, type and pattern with dimensions and bearing capacities as shown on the Drawings or as directed by the Engineer. The plates shall be cut and framed by the Contractor to suit the layout in such a manner that each separate grid unit can be removed without having to dismantle any pipes, valves or other fittings.

The open grid floor shall be supported by suitable steel supports as shown on the Drawings.

The directions of the bearer and transverse bars of the grids shall be the same for all individual components of the floor and as shown on the Drawings or as directed by the Engineer.

Add the following:

Floor plate Floors
The requirements of Clause PSHA1.7 are also applicable to floor plate floors. The pattern of adjacent plates must be in the same direction.
**Steel covers, hatches, etc.**
Steel covers, hatches, etc shall be manufactured in accordance with the details shown on the Drawings and shall be installed or fixed in the positions as shown or directed by the Engineer. All covers and similar items shall be manufactured from one single plate unless otherwise directed or approved.

**PSHA7 TESTING**

**PSHA 7.1 Test Certificates**
Test certificates for commercial quality steel and any steel in accordance with SABS 1431, shall be submitted to the Engineer.

**PSHA 8 MEASUREMENT AND PAYMENT**

**PSHA 8.3.4 Open Grid floors and Floor Plate Floors**
The rate per square meter for open grid and floor plate floors shall include the complete supporting system with fasteners to the applicable floors as indicated on the Drawings. Corrosion protection shall not be measured separately, and the rate for the corrosion protection as specified must be included in the relevant rates.
PSHB CLADDING & SHEETING (SANS 1200 HB)

GENERAL
Materials and fixing details shall be generally in accordance with the recommendation of the manufacturers, and specifically in accordance with their specifications.

All roof sheeting, wall cladding, flashing and closures shall be fixed accurately to line level square and plumb with neatly aligned edges, neatly trimmed joints and uniformly spaced fasteners.

PSHB 1 MATERIALS

PSHB 1.1 GALVANIZED ROOF SHEETING
Galvanized sheeting shall be “IBR 686” profile, 0.8mm thick steel with Z275 galvanising, Chromodeck.

Prices are to include for fasteners, washers, sealing strips, rivets, etc.

PSHB 1.2 GALVANIZED SIDE SHEETING AND GABLE SHEETING
Galvanized sheeting shall be “IBR 686” profile, 0.6mm thick steel with Z600 galvanizing, Chromodeck.
Prices are to include for fasteners, washers, sealing strips, rivets, etc.

PSHB 1.3 TRANSLUCENT SHEETING
Translucent sheeting shall be “Ampagard Opal 050” polycarbonate sheeting 1.25mm thick with a mass of 1.60kg/m² or equal approved. The profile shall match adjacent sheeting.

PSHB 1.4 GALVANIZED FLASHING AND CLOSURES
Flashings and closures shall be 0.8mm thick steel with Z600 galvanizing, Chromodeck.

PSHB 1.5 POP RIVETS
All pop rivets shall be aluminium, sealed (waterproof) AD 612-4.8mm diameter x 14.5mm long and have a magnesium alloy content of not greater than 2.5%.

PSHB 2 FIXINGS

PSHB 2.1 GALVANIZED ROOF SHEETING
Roof sheeting shall be laid with one corrugation side laps and 300mm end laps and in the maximum practicable lengths. Roof sheeting shall be fixed through the narrow flute crowns with 65mm No. 14 galvanized steel hex-headed T.S. neoprene washered fasteners at every flute along eaves, ridges and end laps and at every alternate flute elsewhere.

End laps to be coated with approved bitumen paint.

Side laps shall be fastened at 600mm centres with 25mm No. 14 stainless steel hex-headed neoprene washered fasteners.

PSHB 2.2 GALVANIZED WALL CLADDING
Wall cladding shall be laid with one corrugation side laps and 150mm end laps and in the maximum practicable lengths. Wall cladding shall be fixed through the narrow flute valleys with 25mm No. 14 galvanized steel hex-headed T.S. neoprene washered fasteners at every flute.

Side laps shall be fastened at 600mm centres with 25mm No. 15 stainless steel hex-headed T.S. neoprene washered fasteners. End laps to be coated with approved bitumen paint.

PSHB 2.3 POLYCARBONATE SHEETING
Translucent sheeting shall be laid and fixed to the same specifications as wall cladding. Except end laps shall be fixed at each flute and side laps shall be fastened at 500mm maximum centres with M6 x 20mm stainless steel bolts with flat butyl washer M6 x 29mm O.D. inside and out.

**PSHB 2.4 FLASHING AND CLOSURES**
Where not fixed by the structural fasteners, flashing and closure shall be fixed with sealed pop-rivets at not more than 450mm centres to the roof sheeting or wall cladding as the case may be.

**PSHB 2.5 POLYCLOSURES**
Polyclosures shall be sealed to the roof sheeting or wall cladding with an approved sealing compound.
PSMJ SEGMENTED PAVING

PSMJ 3 MATERIAL

PSMJ 3.1 UNITS

PS MJ 3.1.2 Class, Strength and Type

Add the following to 3.1.2:

All paved parking areas shall be constructed of 80 mm thick Type S-A class 25 precast concrete blocks (interlocking type). A "Grey" colour shall be used.

PSMJ 5 CONSTRUCTION

PSMJ 5.1 PREPARATION

PSMJ 5.1.2.4 Stabilised base

Add the following:

The base for the parking area shall be stabilised.

PSMJ 5.7 JOINT FILLING

Joint filling shall be done with a 1:3 cement-sand mix.

PSMJ 6 TOLERANCES

PS MJ 6.2 PERMISSIBLE DEVIATIONS

Add the following to 6.2:

The degree of accuracy shall be degree I.

PSMJ 8 MEASUREMENT AND PAYMENT

PSMJ 8.2 SCHEDULED ITEMS

PSMJ 8.2.2 Construction Of Paving Complete Unit: m²

Add the following to 8.2.2:

The rate shall also cover the cost of the cement-sand mix as specified in PSMJ 5.7.

PSMJ 8.2.6 Placement Of Pavers In Stead Of Painted Lines Unit: m

If required by the Engineer, parking bays and other painted markings on the parking area shall be indicated with tan-coloured paving blocks.

The rate shall cover the cost of all material, labour and equipment for the placing of such blocks.
Refer to the attached Specification for the Construction of a New Underfloor Wheel Lathe (UFL) Workshop for full detailed requirements
C4: Site Information

The site is situated at the Transnet Engineering Depot at Insezi in Richards Bay. Access to the site is from R 619 road, Richards Bay.

Directions from the Airport to TE Locomotives Depot
From the Fish Eagle from the Airport turn right at the 4 way stop to Nkoninga Road then left to E Central Arterial road then right at the next robot to Albizia Avenue and other right to R619 continue straight driving towards N2 at the bend take the left turn and then immediate right.

A site layout plans are attached to the specification and a geotechnical investigation report will be shared with the successful contractor at the award stage for the verification and development of the construction drawings by their own Design Team. The geotechnical investigation at a depth of 5m below the natural ground is currently underway for the foundation confirmation for the underfloor wheel lathe machine. The information will be made available by Project Manager to the Contractor however, the provision should be made by the contractor to undertake this geotechnical investigation as required in the specification and the BOQ issued by the Employer.

The site is situated between the existing facilities and infrastructure at the depot. Access to the new facility is therefore restricted.

Several existing services (water, storm water, electrical & sewer) is adjacent to the site of works. Care must be taken not to damage any of these services.

The Mechanical contractor will have to work with the Civil / Electrical contractor in order to finalize the works on time. It is expected that the Mechanical contractor will be appointed before the Civil / Electrical contractor in order to allow for the manufacturing period of the UFL equipment.