
Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.

RFP NUMBER	: SIC22017CIDB / HOAC_HO_40211
ISSUE DATE	: 15 December 2022
COMPULSORY BRIEFING	: 20 January 2023 on Microsoft Teams@ 14h00 pm
CLOSING DATE	: 31 January 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted via Microsoft Teams on the 20 January 2023 at 14:00pm [Two O'clock] for a period of ± 2 (two) hours.</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (2023/01/31)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised

tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including

but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions

		C2.2 Pricing Schedule
	Part C3: Scope of work	C3.1 Scope
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Mulalo Mukwena
	Address:	15 Girtton Road, Parktown, 2193
	Tel No.	011 584 0611
	E – mail	Mulalo.Mukwena@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
	2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	a) A tenderer to subcontract a minimum of 30% to: <ul style="list-style-type: none"> (i) an EME or QSE which is at least 51% owned by black people; (ii) an EME or QSE which is at least 51% owned by black people who are youth; (iii) an EME or QSE which is at least 51% owned by black people who are women; (iv) an EME or QSE which is at least 51% owned by black people with disabilities; (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; (vi) a cooperative which is at least 51% owned by black people; (vii) an EME or QSE which is at least 51% owned by black people who are military veterans; (viii) an EME or QSE. 	
	The list of potential sub-contractors is attached as Annexure A.	

All Sub-Contractors must be registered on the National Treasury CSD by closing date.

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **12:00pm** on the **31 January 2023**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

Functionality Criteria

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

CATEGORY	Expectations	Total Score
Programme	Detailed schedule, covering Feasibility Study, clearly indicating all activities and their sequence, including gate reviews and labour histogram. The plan must demonstrate how various rail infrastructure i.e. loop extensions and rail sidings will be sequenced for construction and commissioning in order to realise an early beneficial occupation per each specific facility ahead of the overall project completion.	10
Risk Management:	Demonstrates and outlines the approach and measures to identify, analyse, evaluate and mitigate the perceived risk elements relating to validating requirements, design, construction, procurement, interfaces and commissioning of the scope taking into account the cost, schedule, quality, health and safety and the environment.	5
Quality Management:	Reference Standard; QAL-STD-0001 General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements. Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard QAL-STD-0001 General Quality Requirements for Contractors and Suppliers and Suppliers and ISO 9001:2015 QMS requirements as stated above and should include but not be limited to	6
Environmental & Sustainability	Bidder must provide a list indicating successful completion of 5 or more similar EPCM/ Environmental PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with EAPASA and SACNASP as a Professional.	8
Health & Safety Compliance:	Provide a List of health and safety job categories for each phase of the project lifecycle (Feasibility and Bankable Feasibility) and competencies required per category and develop a Training Matrix for all H&S employees who will be working on the project. This matrix must include Management and highlight training planned dates.	6
Previous Experience:	Demonstrate company experience (past performance) in comparable projects of similar size and nature.	16
Method statement:	Demonstrate the proposed overall approach and methodology to ensure successful delivery on all project lifecycle phases of the project.	29
Project Management Organogram, Management	The roles and responsibilities of each key staff member/expert should be set out as job descriptions.	20
TOTAL		100
MINIMUM THRESHOLD		60 Points

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

- T2.2-03 Programme
- T2.2-04 Risk Management
- T2.2-05 Quality Management
- T2.2-06 Environmental Management
- T2.2-07 Health and Safety Requirements
- T2.2-08 Previous Experience
- T2.2-09 Approach Paper or Method Statement
- T2.2-10 Project Organogram, Management & CVs of Key Persons

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance of the Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two: as per PPPFA Pre-qualification Criteria Schedule** - Sub-Contract Valid B-BBEE certificate(s) or Sworn Affidavit(s) for proposed subcontractor(s).

2.1.2 Stage Three: these schedules will be utilised for Functionality evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Risk Management
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Environmental Management & Sustainability
- T2.2-07 **Evaluation Schedule:** Health and Safety Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method statement
- T2.2-10 **Evaluation Schedule:** Project Organogram, Management & CV's

2.1.3 Returnable Schedules:

General:

- T2.2-11 Authority to submit tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing
- T2.2-14 Risk Elements

Agreement and Commitment by Tenderer:

- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Consultant
- T2.2-23 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

- T2.2-24 Transnet Vendor Registration Form



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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Priced Activity Schedule

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name or member of a Joint Venture)

Represented

By:

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Attendance of the above company/joint venture at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02 Pre-qualification Criteria Schedule: Sub-Contract:

Tenderers are required to meet the pre-qualification criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- i. an EME or QSE which is at least 51% owned by black people;
- ii. an EME or QSE which is at least 51% owned by black people who are youth;
- iii. an EME or QSE which is at least 51% owned by black people who are women; or
- iv. an EME or QSE which is at least 51% owned by black people with disabilities;
- v. an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;
- vi. a cooperative which is at least 51% owned by black people;
- vii. an EME or QSE which is at least 51% owned by black people who are military veterans.
- viii. an EME or QSE

Tenderer have the discretion of identifying and selecting suppliers, who are registered on the National Treasury supplier database (CSD) but do not appear on the list provided by Transnet, for purposes of subcontracting.

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						

5.						
6.						
7.						

The Tenderer is to submit the following document or copy thereof for each of the proposed sub-contractor(s) with this schedule:

- Valid B-BBEE Sworn Affidavit or B-BBEE Certificate of each of the proposed sub-contractor(s).

NOTE TO TENDERERS: FAILURE TO PROVIDE VALID B-BBEE SWORN AFFIDAVIT OR B-BBEE CERTIFICATE WILL RESULT IN THE PROPOSED SUBCONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO AND THE BIDDER BEING DISQUALIFIED.

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. A duly completed Pre-qualification Criteria Schedule: Sub-Contract document will also be acceptable as subcontracting proof.

Transnet reserves the right to request additional information of the proposed sub-contractor(s) should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor(s) entity size. These may include but not limited to;

- Copies of the identity documents of the members of shareholders of the sub-contractor(s);
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor(s).

Transnet Freight Rail

Tender/Contract Number: SIC22017CIDB / HOAC_HO_40211

Description of the Works: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE
FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA
TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.



ANNEXURE A

ANNEXURE A - POTENTIAL SUBCONTRACTORS

No.	Supplier Number	Supplier Name	Commodity
1	MAAA0000875	KIMOPAX AFRICA	Professional, scientific and technical activities
2	MAAA0009911	CATARO CONSULTING	Professional, scientific and technical activities
3	MAAA0043822	SUMMERPLACE CONSULTING SERVICES	Professional, scientific and technical activities
4	MAAA0007516	MWB CONSULTING ENGINEERS	Professional, scientific and technical activities
5	MAAA0146981	MABIKA GROUP OF COMPANIES	Professional, scientific and technical activities
6	MAAA0096474	VANTALIG GROUP	Construction
7	MAAA0093931	HAYA GROUP	Professional, scientific and technical activities
8	MAAA0052030	KAMOSO WEB GROUP	Professional, scientific and technical activities
9	MAAA0032836	ESKAYEN PROJECTS	Professional, scientific and technical activities
10	MAAA0023519	MAATEBELE CONSTRUCTION AND PROJECTS	Construction
11	MAAA0019606	EMPIRE AFRIKA GROUP	Construction
12	MAAA0018713	MPIKO MTUKWANE TRADING ENTERPRISE	Construction
13	MAAA0013938	ISONKA SEMIHLANGEMIHLA CONSTRUCTION AND PROJECTS	Construction
14	MAAA0006744	KADIBOTLO TRANSPORT AND PROCUREMENT SOLUTIONS	Construction
15	MAAA0006108	GIGANTIC CONSORTIUM	Professional, scientific and technical activities
16	MAAA0005648	AVILITY GROUP	Construction
17	MAAA0004670	GERALD DUMZA APHANE MOTIVATIONAL CONSULTING	Construction
18	MAAA0001692	MAWIKI TRADING AND PROJECTS 18	Construction
19	MAAA0000407	MOPYETE COMMUNICATIONS	Professional, scientific and technical activities

T2.2-03: Programme

The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the *Employer's* requirements and within the stipulated timeframes.

Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:

Ability to execute the works in terms of the Employer's requirements within the required timeframe indicating the order and timing of the construction that will take place in order to provide the works.

Key Dates, Planned Completion Date & Completion Date

All activities to be logically tied using critical path method (CPM).

Detailed Schedule

Software Programme used (Preferably Primavera or MS Project)

Estimated Duration = 1 month (i.e. 20 working days)

The Programme to indicate the following as a minimum:

Activity No	Activity description	Start date	Finish date	Preceding activities	Time risk allowances (TRA)
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The table below will be used as guidelines for scoring/evaluating the programme submitted by the Tenderer:

Category	Matrix	Bid Submission	Maximum
Programme Schedule	No Response (Score 0)	Bidder has not submitted the required information/Submitted information cannot be rated.	10
	Not Acceptable (Score 20)	A detrimental response - limited or poor evidence, high probability that the employer's requirements will not be met. <ul style="list-style-type: none"> Programme without Work Breakdown Structure (WBS) Contract period not as per contract data. Schedule does not show dates and duration 	
	Poor (score 40)	Programme and Work Breakdown Structure (WBS) not complete or does not represent a clear understanding of the project requirements; <ul style="list-style-type: none"> Contract period not as per contract data Activities not logically tied using critical path method (CPM). 	
	Satisfactory (score 60)	Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement. <ul style="list-style-type: none"> Contract period as per contract data. Schedule shows dates and duration. Activities are logically tied using critical path method (CPM). 	
	Good (score 80)	Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement. <ul style="list-style-type: none"> Contract period as per contract data. Schedule shows dates and duration 	

		<ul style="list-style-type: none"> Activities are logically tied using critical path method (CPM). Starting Date, Key Dates, and Planned Completion Date & Completion Date clearly stated. Total duration not exceeding 20 working days. 	
	Very good (score 100)	<p>Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement.</p> <ul style="list-style-type: none"> Contract period as per contract data. Schedule shows dates and duration Activities are logically tied using critical path method (CPM). Starting Date, Key Dates, and Planned Completion Date & Completion Date clearly stated. Provision for SHEQ requirement. Total duration less than 20 working days. 	

T2.2-04: Evaluation Schedule: Risk Management

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to design, construction, procurement, interfaces and commissioning of the scope taking into account the cost, schedule, quality, health and safety and the environment.

Risk Management Plan MUST cover all project management disciplines and clearly identify

- Governance, roles and responsibilities
- Risk Management process in the Risk Cycle
- Risk scoring conventions
- Frequency of risk meetings, workshops and reviews
- Risk Reporting as required by the project scope.

The tenderer to comprehensively complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

The tenderer must provide an Organogram depicting key risk management staff registered with IRMSA and in possession of an ISO 31000:2018 training certificate and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project risk management functions.

The tenderer must provide a list of projects where risk management duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.

By submitting this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and enterprise risk management requirements.

The scoring of the risk management will be as follows:

Category	Matrix	Bid Submission	Maximum
Risk Management	No Response (Score 0)	The tenderer has submitted no information to determine a score	5
	Not Acceptable (Score 20)	Bidder has submitted some information however, bidder has not completed rail related EPCM PLP services on projects as per required scope. Submission of projects not related to services required. Bidder not Registered with IRMSA as a professional and ISO 31000:2018 training certificate.	
	Poor (score 40)	Bidder has provided a list indicating successful completion of 2 or more similar EPCM/ Risk Management PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with IRMSA as a professional and ISO 31000:2018 training certificate.	
	Satisfactory (score 60)	Bidder has provided a list indicating successful completion of 3 or more similar EPCM/ Risk Management PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with IRMSA as a professional and ISO 31000:2018 training certificate.	
	Good (score 80)	Bidder has provided a list indicating successful completion of 4 or more similar EPCM/ Risk Management PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with IRMSA as a professional and ISO 31000:2018 training certificate.	
	Very good (score 100)	Bidder has provided a list indicating successful completion of 5 or more similar EPCM/ Risk Management PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with IRMSA as a professional and ISO 31000:2018 training certificate.	

T2.2-05: Evaluation Schedule: Quality Management

Tenderers should submit a complete and comprehensive Quality Management deliverables that demonstrates the following:

- Project Quality Plan for the contract SHALL cover project scope and be aligned to ISO 9001:2015 QMS requirements.
- Valid ISO 9001:2015 certification. If it is a joint venture, any ISO 9001:2015 certificate of those in partnership will be accepted.
- Project Specific Quality Data Book Index
- Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.
- CV's, qualifications with at least 3years experience of a Quality personnel who will be on site as shown on the organogram (relevant quality qualification and ISO 9001:2015 training certificates must also be attached). NB: ISO 9001:2015 training certificate (Either implementation or auditing).

The scoring of the Quality Management will be as follows:

Category	Matrix	Bid Submission	Maximum
Quality Management	No Response (Score 0)	The tenderer has submitted no information to determine a score	6
	Not Acceptable (Score 20)	Bidder has submitted some information however, THE Quality Management personnel who will be on site as shown on the organogram do not have relevant quality qualification and ISO 9001:2015 training certificates attached. Inadequate ISO 9001:2015 training shown.	
	Poor (score 40)	Bidder has provided CV's, qualifications with less than 3 years' experience of Quality personnel who will be on site as shown on the organogram with relevant quality qualification and ISO 9001:2015 training certificates attached.	
	Satisfactory (score 60)	Bidder has provided CV's, qualifications with at least 3 years' experience of a Quality personnel who will be on site as shown on the organogram with relevant quality qualification and ISO 9001:2015 training certificates also attached. ISO 9001:2015 training certificate on either implementation or auditing.	
	Good (score 80)	Bidder has provided CV's, qualifications with at least 5 years' experience of a Quality personnel who will be on site as shown on the organogram with relevant quality qualification and ISO 9001:2015 training certificates attached. ISO 9001:2015 training certificates on both implementation and auditing.	
	Very good (score 100)	Bidder has provided CV's, qualifications with more than 5 years' experience up to 7 years' experience of a Quality personnel who will be on site as shown on the organogram with relevant quality qualification and ISO 9001:2015 training certificates attached. ISO 9001:2015 training certificates on both implementation and auditing.	

T2.2-06: Evaluation Schedule: Environmental Management Plan

- Transnet SOC Limited – Environmental Risk Management Policy (refer to attachments of the below);
 - Project Environmental Specification (PES) which comprises of the following as a minimum:
 - Standard Operating Procedure for Engineering/Construction Environmental Management
 - Minimum Standards for Engineering/Construction Environmental Management
1. The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to the abovementioned requirements.
 2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - Is appropriate given the purpose and context of the tenderer's business;
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - Includes a commitment to the protection of the environment, including prevention of pollution;
 - Provides framework for setting environmental objectives; and
 - Includes a commitment to continual improvement of their EMS;
 3. The tenderer must provide an Organogram depicting key environmental staff registered with SACNASP and EAPASA and the chart must be accompanied by CV's showing staff competencies, experience and qualifications relevant to project environmental management functions.
 4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.

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

The scoring of the Tenderer's Environmental Management submission will be as follows:

Category	Matrix	Bid Submission	Maximum
Environmental Management	No Response (Score 0)	The tenderer has submitted no information to determine a score.	8
	Not Acceptable (Score 20)	Bidder submitted some information however, the bidder has not completed rail related EPCM PLP services on projects as per required scope. Submission of projects not related to services required. Bidder not Registered with EAPASA and SACNASP.	
	Poor (score 40)	Bidder has provided a list indicating successful completion of 2 similar EPCM/ Environmental PLP rail or related Projects. No infrastructure value provided, and no client references provided. Bidder registered with EAPASA and SACNASP as Candidate.	
	Satisfactory (score 60)	Bidder has provided a list indicating successful completion of 3 similar Projects EPCM/ Environmental PLP rail or related Projects). Provided capital value of infrastructure and client references. Bidder registered with EAPASA and SACNASP as a Professional.	
	Good (score 80)	Bidder has provided a list indicating successful completion of 4 similar EPCM/ Environmental PLP rail or related Projects Provided capital value of infrastructure and client references. Bidder registered with EAPASA and SACNASP as a Professional.	
	Very good (score 100)	Bidder has provided a list indicating successful completion of 5 or more similar EPCM/ Environmental PLP rail or related Projects. Provided capital value of infrastructure and client references. Bidder registered with EAPASA and SACNASP as a Professional.	

T2.2-07: Evaluation Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the accounting officer. List the five elements –
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of *consultant's* activities,
 - Hold management accountable for development of the safety systems,
 - Include objectives and targets
2. Demonstrate the Roles & Responsibilities, where applicable, such as S16.1 CEO, S16.2 Assistant to CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer CV and proof of registration with SACPCMP, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, etc. as per the Occupational Health and Safety Act 85 of 1993.
3. Overview of the project specific design risk assessment, indicating major design review stages of the project and submit sample the design for health and safety plan
4. Provide a List of health and safety job categories for each phase of the project lifecycle (Feasibility and Bankable Feasibility) and competencies required per category and develop a Training Matrix for all H&S employees who will be working on the project. This matrix must include Management and highlight training planned dates.
5. Provide a five (5) year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet
6. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

	Policy (State points allocated) 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibilities, such as S16.1 CEO, S16.2 Assistant CEO, 6 designer as per the Occupational health and safety Act 85 of 1993	Overview of the project specific design risk assessment, indicating major design review stages of the project and submit sample the design for health and safety plan	Provide a List of health and safety job categories for each phase of the project lifecycle (Feasibility and Bankable Feasibility) and competencies required per category and develop a Training Matrix for all H&S employees who will be working on the project. This matrix must include Management and highlight training planned dates	Provide a five (5) year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet.	Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.
Points	1	1	1	1	1	1
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.					
(score 20)	1 of the 5 key policy components is recognized and meets the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TCP health and safety	Information supplied is totally insignificant /inadequate to achieve the required standard of service.	Key responsible persons are not included on training matrix as per proposed organogram structure.	1 year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown	Information supplied is totally insignificant /inadequate to achieve the required standard of service

		specification.			sheet	
(score 40)	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TCP health and safety specification.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	2 years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
(score 60)	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	Satisfactory response on roles and responsibilities as per Employer's requirements.	Satisfactory: response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.	3 years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet	Satisfactory: response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.
(score 80)	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Client health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety	4 years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements

				specification.		
(score 100)	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Client Health and Safety Specification	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	5 years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence, and submit a completed cost breakdown sheet	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements

T2.2-08: Evaluation Schedule: Previous Experience

Tenderers are required to demonstrate their experience in the delivery of similar Services, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, inter alia, their engineering, design, installation and commissioning capability pertaining to Rail and design principles of mechanical, electrical, civils, signalling and building.

Index of documentation attached to this schedule:

Category	Matrix	Bid Submission	Maximum
Previous Experience	No Response (Score 0)	The Tenderer failed to address the question / issue. Has not submitted the required information.	16
	Not Acceptable (Score 20)	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to Rail and design principles of mechanical, electrical, civils, signalling and building. The tenderer has limited or poor evidence of previous experience.	
	Poor (score 40)	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in three (3) projects relating to Rail and design principles of mechanical, electrical, civils, signalling and building. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the services.	
	Satisfactory (score 60)	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in four (4) projects relating to Rail and design principles of mechanical, electrical, civils, signalling and building. The tenderer has reasonable and relevant previous experience to the particular requirements of the services.	

	Good (score 80)	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in five (5) Projects involving a Rail and design principles of mechanical, electrical, civils, signalling and building within the last 10 years, and the value of the projects. The tenderer has extensive previous experience in projects involving rail and associated infrastructure design capability.	
	Very good (score 100)	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects involving a Rail and design principles of mechanical, electrical, civils, signalling and building within the last 10 years, and the value of the projects. The tenderer has comprehensive previous experience in projects involving rail and associated infrastructure design capability.	

T2.2-09: Evaluation Schedule: Method Statement

Tenderer must Demonstrate company experience in comparable projects similar in size and nature with regard to the following:

- Provide Rail design principles
- Demonstrate Rail infrastructure design capability
- Demonstrate Rail operations knowledge, and associated knowledge of maintenance requirements
- Demonstrate Rail capacity integrated dynamic simulation capability, taking into account the entire logistics chain

The scoring of the Method statement will be as follows:

Category	Matrix	Bid Submission	Maximum
Method Statement	No Response (Score 0)	The tenderer has submitted no information to determine a score	29
	Not Acceptable (Score 20)	Bidder has submitted some information however, THE Quality Management personnel who will be on site as shown on the organogram do not have relevant quality qualification and ISO 9001:2015 training certificates attached. Inadequate ISO 9001:2015 training shown.	
	Poor (score 40)	Bidder has provided CV's, qualifications with less than 3 years' experience of Quality personnel who will be on site as shown on the organogram with relevant quality qualification and ISO 9001:2015 training certificates attached.	
	Satisfactory (score 60)	Bidder has described their company experience in four (4) comparable rail associated infrastructure projects similar in size and nature with regard to: <ul style="list-style-type: none"> • Validating requirements and scope to be engineered • Developing design criteria • Conducting site surveys and investigations in preparation for design • Carrying out the engineering design works • Conducting design reviews • Managing engineering compliance and deviations in the field 	
	Good (score 80)	Bidder has described their company experience in five (5) comparable rail associated infrastructure projects similar in size and nature with regard to: <ul style="list-style-type: none"> • <u>Execution strategy:</u> (Project Execution Plan and Engineering Execution Plan) • The processes of capacity analysis, solution options development and solution option 	

		<p>selection.</p> <ul style="list-style-type: none"> And including but not limited to: <ul style="list-style-type: none"> Validating requirements and scope to be engineered Developing design criteria Conducting site surveys and investigations in preparation for design Carrying out the engineering design works Conducting design reviews <p>Managing engineering compliance and deviations in the field</p>	
	<p>Very good (score 100)</p>	<p>Bidder has described their company experience in more than five (5) comparable rail associated infrastructure projects similar in size and nature with regard to:</p> <ul style="list-style-type: none"> <u>Execution strategy:</u> (Project Execution Plan and Engineering Execution Plan) The processes of capacity analysis, solution options development and solution option selection. And including but not limited to: <ul style="list-style-type: none"> Validating requirements and scope to be engineered Developing design criteria Conducting site surveys and investigations in preparation for designs. Carrying out the engineering design works Conducting design reviews Managing engineering compliance and deviations in the field. Documenting the development of logistics scenarios and options to meet capability- and capacity requirements Documenting the use of dynamic simulation tools and techniques to verify logistics system performance 	

T2.2-10: Evaluation Schedule: Project Management Organogram, Management & CVs of Key persons:

The scoring of Project Management Organogram, Management & CVs of Key persons will be as follows:

Category	Matrix	Bid Submission	Maximum
Project Management Organogram, Management & CVs	No Response (Score 0)	The tenderer has submitted no information to determine a score	20
	Not Acceptable (Score 20)	Key Staff members do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of team member.	
	Poor (score 40)	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 1 to 3 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.	
	Satisfactory (score 60)	Key staff members have acceptable levels of relevant experience and qualification. Key staff has more than 3 years up to 5 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each member.	
	Good (score 80)	Key staff members have acceptable levels of relevant experience and qualifications. Key staff has more than 5 years but up to 7 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member.	
	Very good (score 100)	All key staff members have acceptable levels of relevant experience and qualifications with more than 7 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member.	

T2.2-11: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-12: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

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

Attach additional pages if more space is required.

T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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

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Part T2: Returnable Schedules

T2.2-14: Risk Elements



TRANSNET FREIGHT RAIL

TENDER NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF THE SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR

T2.2-15 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....

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

.....

.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise,

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing



TRANSNET FREIGHT RAIL

TENDER NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF THE SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-16: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

For and on behalf of duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-18: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

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

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

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.

- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity

will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

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

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date

T2.2-20: Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

 Signature

T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (_____) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:



YES		NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

_____ (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of _____ (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

DESCRIPTION OF THE SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR:

T2.2-22: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			



T2.2-23: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-24 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
<p>Please Note: Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; A certified South African identification document will be required for all Black Youth Ownership. 							

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

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

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies
made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million
threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

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

Commissioner of Oaths

APPENDIX C**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%



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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

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

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

TRANSNET FREIGHT RAIL

TENDER NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF THE SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR:



10. Central Supplier Database (CSD) Summary Registration Report.		
--	--	--

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

AN EPCM CONSULATANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR

The tenderer, identified in the Offer signature block, has

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

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

For the *Tenderer*:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC (Ltd)

Name &
signature
of witness

Date



Transnet Freight Rail

Contract Number: SIC22017CIDB_HAOC-HO-40211

Description of Services: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X13: Performance Bond
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Inyanda House 2 15 Girton Road Parktown 2193



Transnet Freight Rail

Contract Number: SIC22017CIDB_HAOC-HO-40211

Description of Services: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.

11.2(9)	The <i>services</i> are	Appointment of Consultants to Conduct a Feasibility & Bankable Feasibility Study for the Ukuvuselela Automotive Project: Gauteng – Eastern Cape High-Capacity Rail Corridor for Automotive Volumes from Pretoria to the Port of PE (Gqeberha)		
11.2(10)	The following matters will be included in the Risk Register	<div>1. Schedule overrun</div> <div>2. Challenges in interfacing with external Stakeholders like Department of Environmental Affairs (DEA).</div> <div>3. Careful considerations of the Project Lifecycle Process (PLP) deliverables to deliver the scope of the project.</div>		
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks		
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	TBA	TBA
		2		
		3		
3	Time			
31.2	The <i>starting date</i> is	01 April 2023		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	31 March 2024.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Project Organogram with CV's of qualified personnel for the scope of work	2 weeks from date of appointment



Transnet Freight Rail

Contract Number: SIC22017CIDB_HAOC-HO-40211

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		2	Consultant to provide all engineering surveys, drawings, designs, reports and documentation in native and pdf format (raw data and final design data) as part of the engineering deliverables	As per approved schedule/programme
		3	Monthly progress meetings.	Monthly
31.1	The Consultant is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
32.2	The Consultant submits revised programmes at intervals no longer than	4 (four) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.		
41.1	The defects date is	52 weeks after Completion of the whole of the services.		
5	Payment			
50.1	The assessment interval is on the	18 th day of each successive month.		
50.3	The expenses stated by the Employer are	Item	Amount	
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.		
51.2	The currency of this contract is the	South African Rand (ZAR).		



Transnet Freight Rail

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51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third-Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks



Transnet Freight Rail

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	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of 0 Weeks indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.
	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00
81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services</p> <p>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third-Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third-Party Liability policies as detailed in the policy wordings. The current excesses amounts to R10 000 000.00 (Ten Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with activity schedule	



Transnet Freight Rail

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21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	2 (two) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg; South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	South African Law.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	1% of the Contract Value per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Lubabalo Mtangayi



Transnet Freight Rail

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Address		Transnet Freight Rail Inyanda 4, Table 1/27 Girton Road Parktown 2193
The authority of the <i>Employer's Agent</i> is		Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the Contract Value
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the services.
Z	Additional conditions of contract	
The <i>additional conditions of contract</i> are		
Z1	Obligations in respect of Joint Venture Agreements	
Z1.1	Insert the additional core clause 21.5 21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i> . The Joint Venture agreement shall contain but not be limited to the following: <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; 	



Transnet Freight Rail

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- Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2	Insert additional core clause 21.6 21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i> .
Z2	Additional obligations in respect of Termination
Z2.1	The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract
Z2.2	<i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA



Transnet Freight Rail

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Z3.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	<p>Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action</p>



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Z4.1	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	



Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p>Clause 33.2. is added as an additional clause.</p> <p>The <i>Employer</i> may at any time suspend part or all of the services. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	Employer's Step in rights



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Z11.1	<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.</p>
Z11.2	<p>The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.</p>

Z12 Obligations in respect of Subcontracting

It will be a material term of this contract that the Consultant must subcontract a minimum of 30% of the value of the contract.

The Consultant's Subcontracting percentage as detailed in the tender submission Returnable T2.2.02 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Consultant has failed in full to meet the material term of the contract, which may constitute a reason for termination.

The Consultant shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-Consultant.

Insert addition to Clause 26.2. The Consultant may not replace any sub-Consultant without acceptance of the Employer's Agent. The Employer's Agent shall before acceptance of a replacement by the Consultant of any sub-Consultant as detailed in the tender submission Returnable T2.2 02, obtain representations or input from the initial sub-Consultant to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the Consultant and sub-Consultant.



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The Consultant shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Consultant has maintained the subcontracting percentage.

The Consultant shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.



C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) 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 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data		
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.			
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:			
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is			
11.2(10)	The following matters will be included in the Risk Register			
11.2(13)	The <i>staff rates</i> are:	<table><tr><th>name/designation</th><th>rate</th></tr></table>	name/designation	rate
name/designation	rate			



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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	

50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
------	---	------	--------

A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is(in figures)	
	(in words), excluding VAT	

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	30

C2.1 Pricing instructions: Option A

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	<p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(27) The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p>

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

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

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

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

C2.2.1 Detailed Feasibility Activity Schedule

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

Detailed Feasibility Activity Schedule for Project Ukuvuselela					
Activity No	Activity Description	Unit	Rate	Quantity	Total Amount activity
1	HEALTH & SAFETY	L/Sum			
	OHS Design Health and safety criteria report and final Baseline HIRA				
	Human factors in construction Health and Safety management plan.				
	Consider the implications to the design and apply during the HAZOP study				
	Health and Safety Management System				
	Project OHS Risk Management				
	Procurement/Commercial Processes				
	Hazardous Area Classification (HAC)				
2	ENVIRONMENT, STAKEHOLDER & COMMUNITY SCOPING AND MANAGEMENT PLAN	L/Sum			
	Baseline Assessment (Natural, Sensory, Socio-Economic, Mapping)				
	Baseline Assessment by Specialists				
	Site Visits				
	Heritage				
	Heritage Impact Assessments in terms of Section 38 of NHRA				

	A scoping site assessment will be required at the Ford Precinct
	Heritage Impact Assessment for the loops.
	Palaeontology
	Fossil Chance Find Protocol must be added to the EMPr.
	Aquatic
	A 32 m regulation area in accordance with the National Environmental Management Act, 1998 (Act No. 107 of 1998) should be assigned for cryptic wetlands and drainage lines;
	A 100 m regulation area in accordance with the National Water Act, 1998 (Act No. 36 of 1998) should be assigned to drainage lines; and
	A 500 m regulation area in accordance with the National Water Act, 1998 (Act No. 36 of 1998) should be assigned to wetlands.
	Construction will be included in the EMPr.
	Infield specialist studies.
	Biodiversity Maintenance Plan
	Geotechnical Studies (Detailed geological investigations inclusive of test pits at all loop locations)
	Culverts and Underpass
	Loop Extension
	Climatic data
	Hydrology
	Hydrogeology
	Geochemistry
	Flora & Fauna
	Marine data if required
	Social data
	Environmental design requirements and criteria finalized and incorporated into project designs (construction drawings, layouts, equipment lists, etc) and included in EIA reports.
	Fourteen of the sites require WUL in terms of section 21 of the NWA.
	Fifteen sites fall within sensitive areas (CBAs/PAs) and will require an EA as they trigger Listed Activities in terms of GNR 983 and GNR 985 of the EIA Regulations published in terms of the NEMA.
	Five sites may require biodiversity permits as they contain sensitive species (floral and faunal) and are situated in highly sensitive areas (CBAs).
	All the loops will require an application for a Phase 1 heritage exemption in terms of section 38 of the NHRA
	Kaalfontein and PoPE will require a Phase1 Heritage Impact Assessment

	Waltloo will require a scoping heritage assessment
	Where the new ground will be disturbed, a palaeontological CFP must be implemented.
	GIS Mapping
	Stakeholder Mapping & Engagement
	Social Risk
	Client Review and Approval
	Preparation of Draft Environmental Feasibility Report and PPP documents (Letters, site notices and newspaper advert)
	Environmental Design Criteria
	Environmental Authorisation and Permitting (existing licenses? What extensions and or new?)
	Project Screening and sustainability
	Client Review
	Incorporate Client's Comments
	Distribution of Draft Pre-Feasibility Report for Public Review
	Final Environmental feasibility Report and PPP documents
	Public Meetings
	Incorporation of Public Comments and Report Finalisation
	Presentation of the Study Findings to the Project Team and Project Close Out
	Environment, Stakeholder & Community Scoping and Management Plan
	Environmental Authorization
	Environmental Authorisation (EA) received prior to construction.
	Environmental Management Plans
	Plans submitted and approved with Environmental authorization (if required). Specific Record of Decision conditions included in Final EMP.
	Water use Licenses
	Mining permits for material management
	Preparation for submissions. Review schedule for applications and include in project program.
	Permits received,. Inclusion of permit conditions into final EMP.
	Social Risk
	Stakeholder engagement actions.
	Sustainable socio-economic development plan.
	Resettlement and relocation.

	Social KPIs and monitoring and reporting strategy.				
	Screening and Project Sustainability				
	Equator Principles Assessment				
3	SUSTAINABLE DEVELOPMENT DESIGN	L/Sum			
	Project Sustainability Objectives				
	Project Sustainability Benchmarks				
	Project Sustainability KPIs				
	Sustainability Risks and Opportunities Register				
	Team Sustainability Alignment				
	Sustainability Design Decisions Register				
	Sustainability Alternatives Analysis				
	Sustainability Engineering Design Criteria				
	Project Footprint				
	Sustainable Public Procurement (SPP)				
4	CIVILS	L/Sum			
	Conduct the design of temporary and early works				
	Conduct detailed Topographical survey				
	Conduct a constructability assessment				
	Conduct stormwater drainage designs and hydrology & hydraulics				
	General Layouts/Site layouts				
	Conduct Road designs (Layouts/Cross-section/Longitudinal sections/details)				
	Develop a Logistics Plan - inbound and outbound material, equipment and resources				
	Identification of detailed land acquisition requirements				
	Prepare documentation for the initial RSR processes (falls under Rail PLP requirements below)				
5	RAIL	L/Sum			
	Service Design				
	Rail Operational Capacity				
	Train Dynamics Design and Simulations				
	OHTE				

	Power Supply				
	Signalling				
	Condition Monitoring				
	Layouts/Cross-section/Longitudinal sections/details				
	Site conditions				
	Survey Hydrological and hydraulics				
	Engineering Design Criteria and Design Report				
	Engineering Work Packages				
	Standard Specifications				
	Equipment Calculations				
	Technical bid evaluations				
	Equipment List				
	Conceptual Designs & Detailed Design/Fabrication Drawings				
	Dominant Source for Cost Estimate (Materials Take-offs (MTOs / BOQs) / Bills of Quantities)				
	Design for safety plan and procedures				
6	STRUCTURES	L/Sum			
	Foundation Concepts				
	Structural Concepts				
	Conduct an assessment of all bridge and drainage structures				
	Standard Specifications (concrete/steel and corrosion protection) and Drawings				
	Structural Design Criteria				
	Foundation Design				
	Structural Design (including model for the bridge)				
	Architectural Preliminary Design (where applicable)				
	Materials Take-offs (MTOs / BOQs) / Bills of Quantities				
	Feasibility Design reports				
7	ELECTRICAL	L/Sum			
	Electrical Design Criteria				
	Electrical Equipment List				
	Electrical EWP's				

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	Electrical Standard Specifications				
	Equipment Data Sheets (Critical / Long Lead Equipment)				
	Equipment Data Sheets (Non-Critical Equipment)				
	Equipment Specifications (Critical / Long Lead Equipment)				
	Equipment Specifications (Non-Critical Equipment)				
	Technical Bid Evaluations (Critical / Long Lead Equipment)				
	Technical Bid Evaluations (Non-Critical Equipment)				
	Electrical Installation Contracts				
	Electrical Calculations and Studies (Load flow, fault level, etc.)				
	Single Line Diagrams				
	Cable Schedules and Overhead Lines				
	Connected Load List including Motor List				
	Schematic Diagrams				
	Termination Diagrams				
	Electrical Race Way and Cable Tray (Ladder)				
	Underground				
	Electrical 3D Model and Layouts				
8	MECHANICAL	L/Sum			
	Mechanical work plan				
	Mechanical project specific procedures				
	Mechanical design criteria				
	Mechanical deliverables list				
	Mechanical Engineering Estimates				
	Mechanical Equipment list				
	Mechanical Equipment calculations				
	Equipment data sheets				
	Materials take offs				
	Mechanical tie-in list				
	Reports				
9	PROJECT EXECUTION SYSTEMS	L/Sum			

	Project Execution Systems (PES) Plan				
	Project Information and Communications Technology (ICT) Plan				
	Project Information Quality Management Plan (IQMP)				
	Project Systems Procedures				
	Site IT Plan				
	ICT Disaster Recovery Plan (DRP)				
10	RISK MANAGEMENT	L/Sum	1		
	Project Risk & Opportunity Management Plan (RMP) (Systematic process of deciding how to approach, plan, and execute risk management activities)				
	Project Risk and Opportunity Management Register (Risks typically identified in facilitated workshops)				
	Cost Risk Analysis (using @Risk software)				
	Schedule Risk Analysis (using Primavera risk analysis (PRA) software)				
	Risk Response Actions (Developing options to enhance opportunities and reduce threats to the project's objectives)				
	Monitoring, Review & Reporting (Follow up on Mitigation Plans - tracks identified risks, monitors residual risks, and identifies new risks)				
	Project Risk Management Awareness				
11	SCHEDULE MANAGEMENT	L/Sum	1		
	Project Master Schedule				
	Engineering Schedule				
	Procurement Schedule				
	Construction Schedule				
	Commissioning and Start-up Schedule				
	Tie-in Schedule (Brownfields only)				
	Quantitative Risk Profiling				
	Schedule Basis Description				
12	COST ESTIMATES	L/Sum	1		
	Capital Cost Estimate				
	Operating Cost Estimate				

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	Estimate Plan				
	Estimate Basis				
	Labour Rate				
	Productivity				
	Construction Equipment				
	Freight				
	EPCM				
	Owner's Costs				
	Temporary Facilities				
	Balance of Indirect				
	Escalation				
	Contingency				
	FOREX				
	Taxes				
	Project Risk				
13	PROCUREMENT & CONTRACT MANAGEMENT	L/Sum	1		
	Develop a Procurement Package Plan				
14	CONSTRUCTION MANAGEMENT	L/Sum	1		
	Constructability				
	Modularisation / Pre-Assembly				
	Construction Work Packages (CWP)				
	Construction Execution Plan (CEP)				
	Construction Schedule				
	Construction Procedures				
	Site Organization Chart				
	Construction Indirect				
	HSEC Management Plan				
	Industrial Relations				
	Community Relations				
	QA / QC Programme				

	Labour Training Plan				
15	COMMISSIONING PLAN	L/Sum	1		
	Commissioning / Start-up Plan				
16	VALUE IMPROVING PROCESSES	L/Sum	1		
	Technology Selection				
	Process Simplification				
	Process Reliability Modelling				
	Energy Optimisation				
	Waste Minimisation				
	Design-to-Capacity (Fit-for-purpose design)				
	Sustainable Development				
	Designing for Safety				
	Designing for Start-up				
	Risk Management				
	Predictive Maintenance				
	Value Engineering - Project Value Analysis (PVA)				
	Standardization				
	Customised Standards and Specifications				
	Facility Spares				
	Design Tools				
	Constructability Reviews				
17	QUALITY MANAGEMENT	L/Sum	1		
	Project Objectives				
	Quality (Execution) Management Plan				
	Management System and Procedures				
	Quality Man plan and Resources				
	Project Review Programme				
	Project QA / QC Function Performance				
	Continuous Improvement				

	Quality Performance Periodic Report				
	Consultants / Specialists Quality Requirements				
	Supplier / Contractor Quality Requirements				
	Compliance with Building Regulations				
	Establish Quality Requirements and Risks				
	Budget Man Hours				
18	OPERATIONAL READINESS	L/Sum	1		
	OR Business Requirements				
	OR Human Resource Plan (Inc. Training)				
	OR Design Influences (Design Effectiveness)				
	OR Operational Preparedness				
	OR Executive Planning				
	OR Assurance				
19	OWNER REQUIREMENTS SPECIFICATION	L/Sum	1		
	The development context				
	Description of the opportunity or challenge				
	Business Case objectives and benefits				
	Success factors / evaluation criteria				
	Health & Safety criteria				
	Environment, Community and Social criteria				
	Physical performance criteria: (material types / properties, throughput, operational capacity, operating parameters – hours per day / week / annum, other) – current and future				
	Constraints: (geographical, physical, technical, existing facilities, operational, community, time budgeted cash flow, other)				
	Limitations: (e.g., Owner-mandated constraints - "capacity not to exceed"; "maximum height restriction"				
	Operational readiness considerations: (Owner's vs. project team responsibilities, personnel, training, capital vs. human intensive solutions, IT/systems, business and operational processes, maintenance, logistics, operational performance efficiencies, etc. Refer to OR sheet)				
	Assumptions				
	Identified potential solution options and outline scopes of work				
	Financial criteria				
	Risks				

	Sustainable development objectives and benchmarks				
	Applicable standards and specifications				
	Order of Magnitude investment expectations				
	Owner's capital cost estimate expectation				
	Study budget and basis				
	Time frame for project bankable feasibility- execution				
	Time frame for study execution				
	Deliverables and formats				
	Owner's responsibilities: (owner deliverables, participation in project, access to premises, personnel, information, sign-offs/approvals, etc.)				
	Owner(s) sign off on ORS				
20	BUSINESS CASE	L/Sum	1		
	Problem/Opportunity Definition				
	Demand Forecast				
	Existing Asset Analysis				
	Operating efficiency				
	Options				
	Project Interdependencies				
	Funding				
	Project Sequence				
	Corridor benefit realization				
21	FINANCIAL MODEL AND BUSINESS CASE	L/Sum	1		
	Project Requirement Analysis				
	Client approval of scope, commence model build				
	Project requirement workshop				
	Comprehensive Financial Modelling and business case development including commercial structuring and costing, legal and regulatory compliance.				
	Model Build				
	Modelling inputs extracted from data provided (Tariff mechanism) and operating model simulation results (Include order of magnitude cost estimate for the infrastructure works).				
	Model inputs sheet, calculation sheets and outputs sheet developed				

	Delivery of Initial Draft model(s)				
	Client review and approval of Initial Draft model				
	Advanced draft of financial model circulated				
	Model Finalization				
	Approval of advanced draft and training on the use of the model				
	Update the model based on findings from model auditors				
	Draft Integrated Business Case for review				
	Internal Review				
	Final Integrated Business Case				
22	SECURITY MANAGEMENT	L/Sum	1		
	Security Risk Assessments				
	Legal Register				
	Security Threat and Incident Management				
	Adherence to Security Contract Requirements				
	Monitoring, Review and Reporting				
23	SURVEY	L/Sum	1		
	Conduct survey/site inspections (to appropriate level for a Feasibility & Bankable Feasibility study) of existing features around the project sites (Port yards and rail), including underground and overland services, power lines, rivers, water courses and wetlands, and all built infrastructure				
	Comprehensive Tacheometrical, cadastral and sub surface (as required) survey of all key rail infrastructure and all other elements forming the scope of the project.				
	Conduct Topographical surveys to an appropriate level for a Feasibility & Bankable Feasibility requirements.				
24	GEOTECHNICAL	L/Sum	1		
	Comprehensive Geotechnical Studies including Field Geotechnical drilling, laboratory analysis and borrow pit identification and licensing to inform all structural elements forming the scope of the project.				
	Conduct Hydrology and Hydraulics investigations at Feasibility & Bankable Feasibility level				
	Material Sites (Borrow sources, Quarries) & Licenses Required				
	Material Sourcing				
25	RAIL SIMULATIONS	L/Sum	1		

	Agree assumptions				
	Define options for simulation				
	Agree Simulation Plan				
	Modelling and train simulation of an alternate routing option, and the impact analysis including multicriteria analysis against the base proposed prefeasibility solution in terms of infrastructure requirements, cost, schedule and scope definition.				
	Undertake simulation and Impact analysis from Kaalfontein to Waltloo to PoPE				
	Produce draft simulation report as per the scope of works.				
	Produce a final detailed simulation report as per the scope of works.				
26	YARD SIMULATIONS (Kaalfontein, Waltloo, PoPE)	L/Sum	1		
	Agree assumptions				
	Define options for simulation				
	Agree Simulation Plan				
	Prepare data for Yard Simulations				
	Set up and run Planned Yard Simulations				
	Produce draft report of high level findings for Design Team				
	Client Review of Yard Simulation Report				
	Produce final Yard Simulation Report				
27	FEASIBILITY DESIGN AND COST ESTIMATES	L/Sum	1		
	Workshop with Client on Draft Design (Final Multi Criteria Assessment)				
	Feasibility (60% Engineering) including client comments				
	Construction Schedule (includes procurement package plan)				
	Impact analysis on Cost, Schedule & scope of Infrastructure				
	Constructability Review				
	Land acquisition. Identify, value and feed into report				
	Update BoQ				
	Update Cost Estimate				
	Feasibility & Bankable Feasibility Design Report				
	Feasibility & Bankable Feasibility Design and Cost estimate				
28	EXECUTION PLANNING	L/Sum	1		

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	Owner Requirements Specification				
	Project Execution Plans				
	Project Set-up				
	Scope of Rail Yards & Loop Extensions				
	Capital Projects Services Contract / Commercial Agreement				
	JV / Alliance Relationships				
	Business Case				
	Owner Interfaces				
	Execution / Contracting Strategies				
	Quality Plan				
	Organisational Plan (HR)				
	Health and Safety Management Plan (Refer to – Health and Safety section)				
	Environmental and Social Work Plan				
	Compliance with Statutory Requirements				
	Engineering Plan				
	Procurement Plan (Refer to - Procurement section)				
	Contracting Plan (Refer to - Procurement section)				
	Labour Studies				
	Logistics Studies (Refer to - Procurement section)				
	Construction Plan (Refer to – Construction Management section)				
	Cost and Schedule Management Plan				
	Project Controls Plan				
	Change Management Plan				
	Communications Plan				
	Project Close Out Plan				
	Lessons Learned from Previous Projects				
	Progress meeting and general admin				
28	STEERCO REVIEW AND PROJECT (FEASIBILITY) CLOSE	L/Sum	1		
	SteerCo Review Set-up				
	Sign-off planned project deliverables against the Project Lifecycle Deliverables				
	Close out completed deliverables against PLP Deliverables				

Transnet Freight Rail

Contract No: SIC22017CIDB / HOAC_HO_40211

Description of the Work: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S SOUTH CORRIDOR.

	Draft final Project Report				
	Review final Project Report with client				
	Issue Final Report to SteerCo Review Committee				
	SteerCo Review Participation				
	Lessons Learnt				
	Revise and address comments				
	Issue Final Project Report				
	Hand over Project Data				
	Total (Feasibility)				
	Carry over to Bankable Feasibility				

C2.2.2 Bankable Feasibility Activity Schedule

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

Detailed Bankable Feasibility Activity Schedule for Project Ukuvuselela					
Activity No	Activity Description	Unit	Rate	Quantity	Total Amount activity
1	HEALTH AND SAFETY	L/Sum	1		
	The EPCM contractor shall source the services of the Construction Health and Safety Agent to assist in the development of the health and safety PLP deliverables.				
	Health and Safety Management Plan				
	The health and safety plan shall highlight the Project Manager as the lead for Health and safety on the Project; The H&S Plan shall incorporate H&S Organogram, Roles and responsibilities and the project SHEQ Policy. This plan shall include the project communication plan, project risk management plan, development of relevant standards and safe work procedures				

	Design for Health and Safety Report				
	This document shall detail the impact to health and safety by the designs, taking into consideration the implications of Hazop studies to the designs.				
	Occupational Health Baseline Report				
	This document shall cover the health risk assessment				
	Health and Safety Baseline Report				
	This report shall highlight the project high level hazard identification and risk assessment. This shall include the hazardous area classification (HAC)				
	Health and Safety Specifications				
	This document shall be compiled based on the health and safety baseline report.				
	Health and Safety Legal and Other requirements Register				
	The register shall identify all applicable H&S legislation, by-laws, standards and other requirements				
	Schedule of project health and safety cost estimates / budget				
2	ENVIRONMENT, STAKEHOLDER & COMMUNITY SCOPING and MANAGEMENT	L/Sum	1		
	The EPCM contractor shall be responsible to for the below deliverables through an EAPASA registered Environmental Specialist for the entire scope of the project. All documents should be reviewed and approved by a TFR Environmental Specialist. All permits and licenses should be done in close consultation with the TFR Environmental Specialist				
	Environmental Baseline Survey Report				
	The collection of Climatic data, hydrology, hydrogeology, geochemistry, flora, fauna, marine data, social data on a project site				
	Environmental Legal and Risk Register				
	The register shall identify all applicable Environmental legislation, by-laws, standards and any other statutory requirements				
	Environmental and Social Management Plan/Report				
	A preliminary screening study that identifies project environmental and social aspects and impacts.				
	Sustainable Design Report				
	Preliminary (high level) screening study and identification of project activities, environmental aspects and impacts.				
	Review and update the Project Execution Plan and Project Design Criteria				
	Ascertain that the environmental aspects and impacts that would results in environmental design requirements and criteria are factored into the project design and project execution plan.				
	Application of Project Permits and Licenses				
	The application process for any identified licenses and permits applicable to the project prior commencement				
3	SUSTAINABLE DEVELOPMENT DESIGN	L/Sum	1		
	Project Sustainability Objectives				

	Project Sustainability Benchmarks				
	Project Sustainability KPIs				
	Sustainability Risks and Opportunities Register				
	Team Sustainability Alignment				
	Sustainability Design Decisions Register				
	Sustainability Alternatives Analysis				
	Sustainability Engineering Design Criteria				
	Project Footprint				
4	CIVILS	L/Sum	1		
	Property Impacts-No further property impacts identified.				
	Definitive Geotechnical Data				
	Detailed Topographical Survey				
	Foundation design data based on location-specific boreholes for critical structures. All lab tests completed.				
	Civil Design Criteria (update this element) -All Civil design criteria defined and approved by Owner. Issued for use.				
	Site Conditions -* Site-specific topographical data with levels ± 0.3 m. * Definitive seismic study * Site-specific climatic data				
	Digital Terrain Model (to consult RCE and update element)- Topographic data imported from detailed survey.				
	Seismic Data (stipulate reliable sources)- Definitive seismic study				
	Hydrology (Flooding) (stipulate reliable sources) i.e. National Roads Standard-Detailed design and documentation completed and issued for construction.				
	(stipulate reliable source)-Updated models / consultation imported into GIS to identify conflicts, property impacts, land use, etc				
	Bulk Earthworks / Drainage Design (stormwater drainage report template + calculations) Consult environmental engineering- Completed detailed design and documentation issued for construction.				
	Detailed Earthworks / Drainage Design- Completed detailed design and documentation issued for construction.				
	Pavement Design-Completed detailed design and documentation issued for construction.				
	Standard Specifications e.g. components/items-Specifications approved and issued for construction.				
	Material Take-offs / Bills of Quantities (What materials needed; quantities)-Quantities and details derived from IFC models				
	Material Sourcing (Where materials are to be found / sourced; availability; delivery logistics and costs issues) - (Link to SCS) - Action the approved philosophy.				
	Infrastructure Plans (Road access; utility corridors, sleeves for cables etc)- Issued for construction.				
	Wet Services (Dams; desalination; piping; treatment, effluent, sewer, water supply (domestic & fire) etc) (Updated -) Issued for construction.				
	People / Material / Traffic Flow (review and update)-Relevant items issued for construction.				

	Transportation / Storage of Consumables, Products, non-consumables-Relevant items issued for construction.				
5	SIGNALLING	L/Sum	1		
	Design Criteria (Bankable feasibility)				
	Inputs into RSR submissions for design, construction and commissioning phases				
	Inputs into EMC plan as part of the RSR submissions				
	Inputs into Enterprise Change Proposal (ECP)				
	Site survey				
	Signalling Diagrams (lollipop diagrams) for sign-off by Client before developing Line Plans				
	Signalling Line Plans (Including train dynamics verification by TFR Train Design)				
	Interface drawings				
	Concept drawings for new relay rooms (equipment floor layouts)				
	Concept drawings for new apparatus rooms (equipment floor layouts)				
	Block diagrams: (a) Condition Assessment Systems (b) Telecontrol (c) Telecommunications (d) Yard Automation (e) Other				
	Risk assessment of Signalling Line Plans and Train operating methodology - signed off				
	Design report: (a) Colourlight Signalling investigation (b) RTO and TWS investigation (c) Yard automation investigation (d) AC immunisation investigation (e) Power requirements with calculations (f) Equipment space requirements (g) Telecontrol (h) Telecommunications (i) Other				

	<p>Tender Pack for construction:</p> <ul style="list-style-type: none"> (a) Works Information - signed off (b) Train Operating methodology (including train control) - signed off (c) List of Specifications (d) List of drawings (e) Site Information (f) Guideline Activity Schedule (for preferred contract option i.e. Option A) (g) Bill of Quantities (BOQ) for alternative contract option i.e. Option B (h) Updated Design Criteria - signed off (i) Signed off drawings (j) Supplier approved lists (k) Free-issue Plant and Material list 				
	Inputs into Owner's Requirement Specification (ORS)				
6	RAIL	L/Sum	1		
	Service Design- Performance criteria finalised and signed off. RSR Application for Permit.				
	Rail Operational Capacity-Operational capacity finalised, design criteria signed off, performance criteria signed off.				
	OHTE-Design criteria signed off, GA's signed off, scope confirmed and signed off.				
	Power Supply -Detailed EIA confirmed, utility involved in demand and confirmed, design criteria signed off.				
	Signalling-Performance spec issued for detailed engineering, RSR.				
	Condition Monitoring-Performance spec issued for detailed engineering, RSR.				
	Layouts-Layout finalised with "issued for construction" drawings.				
	Structures- Detailed construction drawings based on drilling and detailed geotechnical investigations.				
	Site conditions-Outstanding specific surveys as identified during Feasibility				
	Geotechnical				
	Survey Hydrological				
	Engineering Design Criteria- Issued for design				
	Engineering Work Packages -Checked and approved to issue for use status.				
	Standard Specifications-Technical recommendation issued for approval for all other packages.				
	Equipment Calculations-Detailed design completed and issued for tender / construction.				
	Technical bid evaluations-All equipment identified, technical data final and tagged to appropriate procurement packages and contracts. Vendor data included. Issued design for construction.				
	Structural -Design issued for fabrication / construction. Issued for tender. Issued for fabrication / construction.				
	Equipment List -Issued for use. Issued to RSR for permit application.				
	Detailed Design/Fabrication Drawings-Quantities and details derived from IFC drawings				

	Dominant Source for Cost Estimate				
	Material Sourcing				
	Design for safety plan and procedures				
7	STRUCTURES	L/Sum	1		
	Structural Detailed Design (including model for the bridge) and Drawings				
	Architectural Detail Design				
	Materials Take-offs (MTOs / BOQs) / Bills of Quantities / activity schedule				
	Shop Drawings				
	Rebar Detailing				
	Review and approve construction tests (concrete, steel, welding, post-tension if applicable)				
	Method statements				
	As-built drawings				
	Construction supervision (including resolving field engineering queries)				
	Detail design report				
	Works information				
	Project signoff and closure				
8	ELECTRICAL	L/Sum	1		
	Electrical Design Criteria-All electrical design criteria defined and approved by the Owner. Issued for use.				
	Electrical Equipment List-All equipment identified, technical data final and tagged to appropriate procurement packages and contracts. Vendor data used.				
	Electrical EWPs-Issued for design.				
	Electrical Standard Specifications-Issued for fabrication / construction.				
	Equipment Data Sheets (Critical / Long Lead Equipment)-Issued for fabrication or construction if awarded. Vendor data included once received				
	Equipment Data Sheets (Non-Critical Equipment)-Issued for fabrication or construction. Vendor data included once received.				
	Equipment Specifications (Critical / Long Lead Equipment)-Issued for fabrication or construction. Vendor data included once received.				
	Equipment Specifications (Non-Critical Equipment)-Issued for fabrication or construction. Vendor data included once received.				
	Technical Bid Evaluations (Critical / Long Lead Equipment)				
	Technical Bid Evaluations (Non-Critical Equipment)-Technical recommendation issued for approval.				
	Electrical Installation Contracts -Issued for tender and construction.				

	Electrical Calculations and Studies (Load flow, fault level, etc.)				
	Single Line Diagrams-Checked and approved for all equipment.				
	Cable Schedules and Overhead Lines-HV and LV overhead line and cable schedules prepared based on SLDs and load lists. Issued for Tender.				
	Connected Load List including Motor List-Main and minor loads identified. Certified vendor data included.				
	Schematic Diagrams-Schematic diagrams prepared for main HV and LV motor and drive types. Issued for manufacture.				
	Termination Diagrams-Termination diagrams prepared for main HV and LV motor and drive types. Issued for construction.				
	Electrical Race Way and Cable Tray (Ladder)-Electrical race ways, high and low voltage cables. Cable trays routes and sizes. Issued for construction.				
	Underground-Complete definition of underground duct banks, for major and minor loads. Issued for construction.				
	Electrical 3D Model and Layouts-Overhead lines, switch rooms, control rooms, Electrical Equipment Rooms, substations, main cable routes and major / minor equipment located. Issued for Construction.				
9	MECHANICAL	L/Sum	1		
	Mechanical work plan				
	Mechanical project specific procedures				
	Quality Gate Inspection Time frames - manufacturing and construction				
	Mechanical Standard specifications - Issued for design and manufacturing				
	Mechanical design criteria - Based on Technical standard, technical requirements and technical specifications.				
	Mechanical deliverables list				
	Conceptual Designs - Based on any custom mechanical designed systems.				
	Mechanical Engineering Estimates				
	Mechanical Equipment list				
	Mechanical Equipment Selection and evaluation process conducted.				
	Mechanical Equipment and custom designed systems - calculations and studies - (Efficiency, FMEA, loading, buckling, etc)				
	Equipment - Technical specifications and data sheets				
	Material and Equipment List (BOQ's)				
	Mechanical tie-in list				
	3D models of mechanical designed systems - Models to be in .STEP format				
	Technical 2D drawings - Annotated drawings for all mechanical equipment and designs.				
	Design for Safety Plan and Procedures				

	Engineering Change Procedures in place				
	Reports - Design Reports, Structural Simulations using FEA, Technical Specifications, Datasheets, and Design calculations.				
10	PROJECT EXECUTION SYSTEMS	L/Sum	1		
	Project Execution Systems (PES) Plan				
	Project Information and Communications Technology (ICT) Plan				
	Project Information Quality Management Plan (IQMP)				
	Project Systems Procedures				
	Site IT Plan				
	ICT Disaster Recovery Plan (DRP)				
11	RISK MANAGEMENT	L/Sum	1		
	Project Risk & Opportunity Management Plan (RMP) (Systematic process of deciding how to approach, plan, and execute risk management activities)				
	Project Risk and Opportunity Management Register (Risks typically identified in facilitated workshops)				
	Cost Risk Analysis (using @Risk software)				
	Schedule Risk Analysis (using Primavera risk analysis (PRA) software)				
	Risk Response Actions (Developing options to enhance opportunities and reduce threats to the project's objectives)				
	Monitoring, Review & Reporting (Follow up on Mitigation Plans - tracks identified risks, monitors residual risks, and identifies new risks)				
	Project Risk Management Awareness				
12	SCHEDULE MANAGEMENT	L/Sum	1		
	Project Master Schedule				
	Engineering Schedule				
	Procurement Schedule				
	Construction Schedule				
	Commissioning and Start-up Schedule				
	Tie-in Schedule (Brownfields only)				
	Quantitative Risk Profiling				
	Schedule Basis Description				

13	COST ESTIMATE	L/Sum	1		
	Capital Cost Estimate				
	Operating Cost Estimate				
	Estimate Plan				
	Estimate Basis				
	Labour Rate				
	Productivity				
	Construction Equipment				
	Freight				
	EPCM				
	Owner's Costs				
	Temporary Facilities				
	Balance of Indirect				
	Escalation				
	Contingency				
	FOREX				
	Taxes				
	Project Risk				
14	PROCUREMENT & CONTRACT MANAGEMENT	L/Sum	1		
	Develop a Procurement Package Plan				
	Tender evaluation				
15	CONSTRUCTION MANAGEMENT	L/Sum	1		
	Constructability				
	Modularisation / Pre-Assembly				
	Construction Work Packages (CWP)				
	Construction Execution Plan (CEP)				
	Construction Schedule				
	Construction Procedures				
	Site Organization Chart				

	Construction Indirect				
	HSEC Management Plan				
	Industrial Relations				
	Community Relations				
	QA / QC Programme				
	Labour Training Plan				
16	COMMISSIONING PLAN	L/Sum	1		
	Commissioning / Start-up Plan				
17	VALUE IMPROVING PROCESSES	L/Sum	1		
	Technology Selection				
	Process Simplification				
	Process Reliability Modelling				
	Energy Optimisation				
	Waste Minimisation				
	Design-to-Capacity (Fit-for-purpose design)				
	Sustainable Development				
	Designing for Safety				
	Designing for Start-up				
	Risk Management				
	Predictive Maintenance				
	Value Engineering - Project Value Analysis (PVA)				
	Standardization				
	Customised Standards and Specifications				
	Facility Spares				
	Design Tools				
	Constructability Reviews				
18	QUALITY MANAGEMENT	L/Sum	1		
	Quality (Execution) Management Plan				

	Project goals, objectives, and expectations and metrics specified in an Owner Requirements Specification, referenced by the PEP, or in the PEP itself.				
	- Register of Standards and procedures for projects				
	- Project reviews and audits				
	- Quality Team QA / QC Roles and Activity				
	- Project Deliverable QA				
	-Quality Team QA / QC Roles and Activity				
	- Project Deliverable QA				
	- Project Deliverable QC				
	- NCR Management				
	Specialist works				
	- Quality Performance Tracking				
	Completeness and correctness: endorsed by PQM and PM.				
	Management System and Procedures				
	Quality: define and approve structure and format, assess compliance. Other disciplines, create, implement, review and maintain.				
	Quality Manplan and Resources				
	Project QA / QC team in place. Resource capacity and competence matches the workload.				
	Actual vs. Planned performance acceptable.				
	Completeness and correctness: endorsed by PQM and PM.				
19	OPERATIONAL READINESS	L/Sum	1		
	OR Business Requirements				
	OR Human Resource Plan (Inc. Training)				
	OR Design Influences (Design Effectiveness)				
	OR Operational Preparedness				
	OR Executive Planning				
	OR Assurance				
20	OWNER REQUIREMENTS SPECIFICATION	L/Sum	1		
	The development context				
	Description of the opportunity or challenge				
	Business Case objectives and benefits				

	Success factors / evaluation criteria			
	Health & Safety criteria			
	Environment, Community and Social criteria			
	Physical performance criteria: (material types / properties, throughput, operational capacity, operating parameters – hours per day / week / annum, other) – current and future			
	Constraints: (geographical, physical, technical, existing facilities, operational, community, time budgeted cash flow, other)			
	Limitations: (e.g., Owner-mandated constraints - "capacity not to exceed"; "maximum height restriction"			
	Operational readiness considerations: (Owner's vs. project team responsibilities, personnel, training, capital vs. human intensive solutions, IT/systems, business and operational processes, maintenance, logistics, operational performance efficiencies, etc. Refer to OR sheet)			
	Assumptions			
	Identified potential solution options and outline scopes of work			
	Financial criteria			
	Risks			
	Sustainable development objectives and benchmarks			
	Applicable standards and specifications			
	Order of Magnitude investment expectations			
	Owner's capital cost estimate expectation			
	Study budget and basis			
	Time frame for project bankable feasibility execution			
	Time frame for study execution			
	Deliverables and formats			
	Owner's responsibilities: (owner deliverables, participation in project, access to premises, personnel, information, sign-offs/approvals, etc.)			
	Owner(s) sign off on ORS			
21	BUSINESS CASE	L/Sum	1	
	Problem/Opportunity Definition			
	Demand Forecast			
	Existing Asset Analysis			
	Operating efficiency			
	Options			
	Project Interdependencies			
	Funding			

	Project Sequence				
	Corridor benefit realization				
22	FINANCIAL MODEL AND BUSINESS CASE	L/Sum	1		
	Project Requirement Analysis				
	Client approval of scope, commence model build				
	Project requirement workshop				
	Comprehensive Financial Modelling and business case development including commercial structuring and costing, legal and regulatory compliance.				
	Model Build				
	Modelling inputs extracted from data provided (Tariff mechanism) and operating model simulation results (Include order of magnitude cost estimate for the infrastructure works).				
	Model inputs sheet, calculation sheets and outputs sheet developed				
	Delivery of Initial Draft model(s)				
	Client review and approval of Initial Draft model				
	Advanced draft of financial model circulated				
	Model Finalization				
	Approval of advanced draft and training on the use of the model				
	Update the model based on findings from model auditors				
	Draft Integrated Business Case for review				
	Internal Review				
	Final Integrated Business Case				
23	SECURITY MANAGEMENT	L/Sum	1		
	Security Risk Assessments				
	Legal Register				
	Security Threat and Incident Management				
	Adherence to Security Contract Requirements				
	Monitoring, Review and Reporting				
24	BANKABLE FEASIBILITY DESIGN AND COST ESTIMATE	L/Sum	1		
	Workshop with Client on Draft Design (Final Multi Criteria Assessment)				
	Bankable Feasibility design including client comments (100% engineering)				

	Construction Schedule (includes procurement package plan)			
	Impact analysis on Cost, Schedule & scope of Infrastructure			
	Constructability Review			
	Land acquisition. Identify, value and feed into report			
	Update BoQ			
	Update Cost Estimate			
	Bankable Feasibility Design Report			
	Bankable Feasibility Design and Cost estimate			
25	EXECUTION PLANNING	L/Sum	1	
	Owner Requirements Specification			
	Project Execution Plans			
	Project Set-up			
	Scope of Rail Yards & Loop Extensions			
	Capital Projects Services Contract / Commercial Agreement			
	JV/Alliance Relationships			
	Business Case			
	Owner Interfaces			
	Execution/Contracting Strategies			
	Quality Plan			
	Organisational Plan (HR)			
	Health and Safety Management Plan (Refer to – Health and Safety section)			
	Environmental and Social Work Plan			
	Compliance with Statutory Requirements			
	Engineering Plan			
	Procurement Plan (Refer to - Procurement section)			
	Contracting Plan (Refer to - Procurement section)			
	Labour Studies			
	Logistics Studies (Refer to - Procurement section)			
	Construction Plan (Refer to – Construction Management section)			
	Cost and Schedule Management Plan			
	Project Controls Plan			

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	Change Management Plan				
	Communications Plan				
	Project Close Out Plan				
	Lessons Learned from Previous Projects				
	Progress meeting and general admin				
26	PROJECT GATE REVIEW AND PROJECT (BANKABLE FEASIBILITY) CLOSE	L/Sum	1		
	Gate Review Set-up				
	Sign-off planned project deliverables against the Project Lifecycle Deliverables				
	Close out completed deliverables against PLP Deliverables				
	Draft final Project Report				
	Review final Project Report with client				
	Issue Final Report to Gate Review Committee				
	Gate Review Participation				
	Lessons Learnt				
	Revise and address comments				
	Issue Final Project Report				
	Hand over Project Data				
	Total (Bankable Feasibility)				
	Summary of Final Pricing				
	Total for Feasibility				
	Total Bankable Feasibility				
	Vat at 15%				
	Total Price to be carried over to the Form of Offer & Acceptance				

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C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Services Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Scope of Services*.

The organisation providing the Guarantee does so by copying the pro forma document onto its 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.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Freight Rail
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. SIC22017CIDB / HOAC_HO_40211

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

Transnet SOC Limited, Registration No. 1990/000900/30

(the *Employer*) and

{Insert registered name and address of the *Consultant*}

(the *Consultant*), for

{Insert details of the *services* from the Contract Data}

(the *services*).

I/We the undersigned

on behalf of the Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Consultant* 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 *Consultant*, subject to the following conditions:

1. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and Completion 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 *Consultant* in any manner which the *Employer* deems fit and without being advised thereof 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 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 Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* as certified in terms of the contract have been received by the *Employer* and that the *Consultant* has fulfilled all his obligations under the Contract, or



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- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (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 Guarantor of a certificate signed by the *Employer's Agent* 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

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 3: SCOPE OF SERVICES

Document reference	Title	No of pages
C3.1	The Scope	31
	Total number of pages	31

TRANSNET FREIGHT RAIL

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Part C3: Scope of Services

PAGE 1

The Scope

C3.1: SCOPE OF SERVICES

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Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
AC	Alternating Current
BSCS	British Soil Classification System
CAS	Condition Assessment Systems
CS90	Control System 90 (Remote Control)
CTC	Centralized Traffic Control
DED	Dragging Equipment Detector
DBSA	Development Bank of Southern Africa
DC	Direct Current / Design Criteria
DFI	Development Funding Institutes
DTIc	Department of Trade, Industry & Competition
EAPASA	Environmental Assessment Practitioners Association of South Africa
EIA	Environmental Impact Analysis
ECP	Enterprise Change Proposal
ECSA	Engineering Council of South Africa
EMC	Electromagnetic Compatibility
EPCM	Engineering, Procurement, Construction, Management
FAT	Factory Acceptance Testing
FSDT	Fail Safe Data Transfer
FBU	Fully Built-up Units
FMCSA	Ford Motor Company of Southern Africa
GDP	Gross Domestic Product
IDC	Industrial Development Corporation
MSA	Moving South Africa
NatCor	Natal Corridor
NMB	Nelson Mandela Bay
OHTE	Overhead Track Equipment
ORS	Owner Requirement Specification
PEP	Project Execution Plan
PFMA	Public Finance Management Act
PLP	Project Lifecycle Process
PON	Port of Ngqurha
PoPE	Port of Port Elizabeth

TRANSNET FREIGHT RAIL

PROJECT NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S

RN	TFR Rail Network
RNC	TFR Rail Network Construction (Previously known as RME)
RSR	Railway Safety Regulator of South Africa
RTO	Radio Train Order
SAICE	South African Institution of Civil Engineering
SANS	South African National Standards
SouthCor	South Corridor
TASEZ	Tshwane Automotive Special Economic Zone
TCO	Train Control Officer
TM	TFR Technology Management
TMS	Train Management System
TFR	Transnet Freight Rail
v	Volts
VDU	Visual Display Unit

1. General description of the services

1.1 Employer's objectives

The *Employer's* objective is to enter into a contract with an EPCM *Consultant* to provide Professional services for the Feasibility & Bankable Feasibility study including an EIA for the: Ukuvuselela Automotive Project (Gauteng – Eastern Cape High-Capacity Rail Corridor for Automotive (FMCSA) volumes) which would be supported by the following comprehensive multidisciplinary services which include but are not limited to:

- a) Project Management, engineering management, project management support services and construction execution planning which also includes but is not limited to Scheduling & planning, Cost engineering & Quantity surveying, Documentation management, Quality Management, Safety management, Risk management and planning, and procurement packaging, execution and management planning.
- b) Plan and execute a comprehensive geotechnical investigation along the proposed rail corridor (at the discretion of the *Consultant*). Provide geotechnical input/design recommendations for all elements related to the development of the rail corridor. Provide detailed designs for construction of all required geotechnical elements related to the proposed developments.
- c) Comprehensive Tacheometrical, cadastral and sub surface (as required) survey of all key rail infrastructure and all other elements forming the scope of the project.
- d) Comprehensive Environmental Management and Authorisation including all stakeholder engagements, applications, specialist studies, record of decisions and development of the execution stage management and monitoring plan. (14 sites x Water Use Licenses, 15 x sites fall within sensitive areas, 5 x sites require biodiversity permits, all sites require heritage exemption)
- e) Comprehensive multidisciplinary Railway engineering and design to 100% Approved For Construction (except where otherwise stated) for elements forming the scope of the project (Perway, Formation, Civil, OHTE, Traction Substations, Signalling, Telecontrol, Telecoms, etc.). Signalling (TAS, CAS), Telecontrol and Telecoms engineering and design ready up to 30% (mainly the *Works* information, Line plan and other concept drawings ready for Tender). The Power simulation study needs to be conducted for traction substation and OHTE that will be supplying the extended sections.
- f) Comprehensive Civil Structural and Bridge engineering and design to 100% approved for Construction for elements forming the scope of the project.
- g) Comprehensive Financial Modeling and business case development including commercial structuring and costing, legal and regulatory compliance.
- h) Stakeholder Management which includes identification, analysis and engagements to ultimately support the project outcomes.
- i) Benefits identification, analysis & quantification.
- j) Quantification, Specification and determination of the optimal fleet size of Locomotives and wagons to support the logistic solution.
- k) Validate, confirm and own the outputs and outcomes of the Prefeasibility Study that would serve as an input to this phase of the works.

l) Comprehensive integrated Design Report for all engineering and design.

This also includes all other relevant services of the Transnet Project Lifecycle Process (PLP) for project delivery of the Bankable Feasibility Business Case and all Related Supporting studies and documentation.

The business goal: The Ukuvuselela project objective is to deliver the Ford Motor Company Southern Africa (FMCSA) volume forecast demands for future Fully Built-up Units (FBUs) and to deliver the required rail capacity via the SouthCor from Waltloo and Kaalfontein in Gauteng to the Port of Port Elizabeth (PoPE) in Gqeberha by 2026.

The drive to increase rail traffic for automotive along the SouthCor route is a direct result of the expansion plans of FMCSA. FMCSA is in the process of increasing their exports from 58,150 FBU's in 2021/22 to 136,290 FBU's in 2023/24, then to a total of 151,141 FBU's by 2029/30. This is a near three-fold increase from the current volumes for Ford. Ford currently requires one 40 wagon train per day on average. This will increase to 3 trains with 50 wagons per day by 2026.

Project goal: To develop and complete a Feasibility & Bankable Feasibility study, pass the Feasibility & Bankable Feasibility PLP Gate Review and obtain approval for the Feasibility & Bankable Feasibility level business case for the Ukuvuselela Automotive Project. The ultimate outcome is to achieve financial close and secure the funding to execute the implementation of the project.

Project objectives

The key objective of this project is to enable a two-port strategy for Automotive Exports & Imports with rail connectivity to the hinterland. In doing so the project seeks to address the following:

- Overcome Ongoing Congestion and Performance issues with the Port of Durban,
- Create rail capacity to service the proposed ramp up of Automotive Volumes between the Hinterland and the PoPE (for FMCSA),
- Develop a sustainable state of the art facility with Improved Process flow at the PoPE,
- Distribute the Risk, security of supply and have a business continuity plan,
- Optimize the cost,
- Reduce Road Haulage movement and help to reduce Carbon footprint; and,
- Help in sustainable job creation in the Gqeberha Area & overall socioeconomic development of the region.

The service required will be the procurement of an EPCM *Consultant* to undertake a Feasibility & Bankable Feasibility study, Gate Review to drive the infrastructure, commercial and financial outcomes of the project.

For the development of the project, with the inputs specified in the following appendices:

Appendix A: Pre-Feasibility Report

Appendix B: Feasibility & Bankable Feasibility deliverables

Appendix C: PLP Methodology

Appendix D: Rail Drawings

Appendix E: Watloo Operational Plan

Appendix F: Port Yard Operational Plan

Appendix G: Kaalfontein Operational Plan

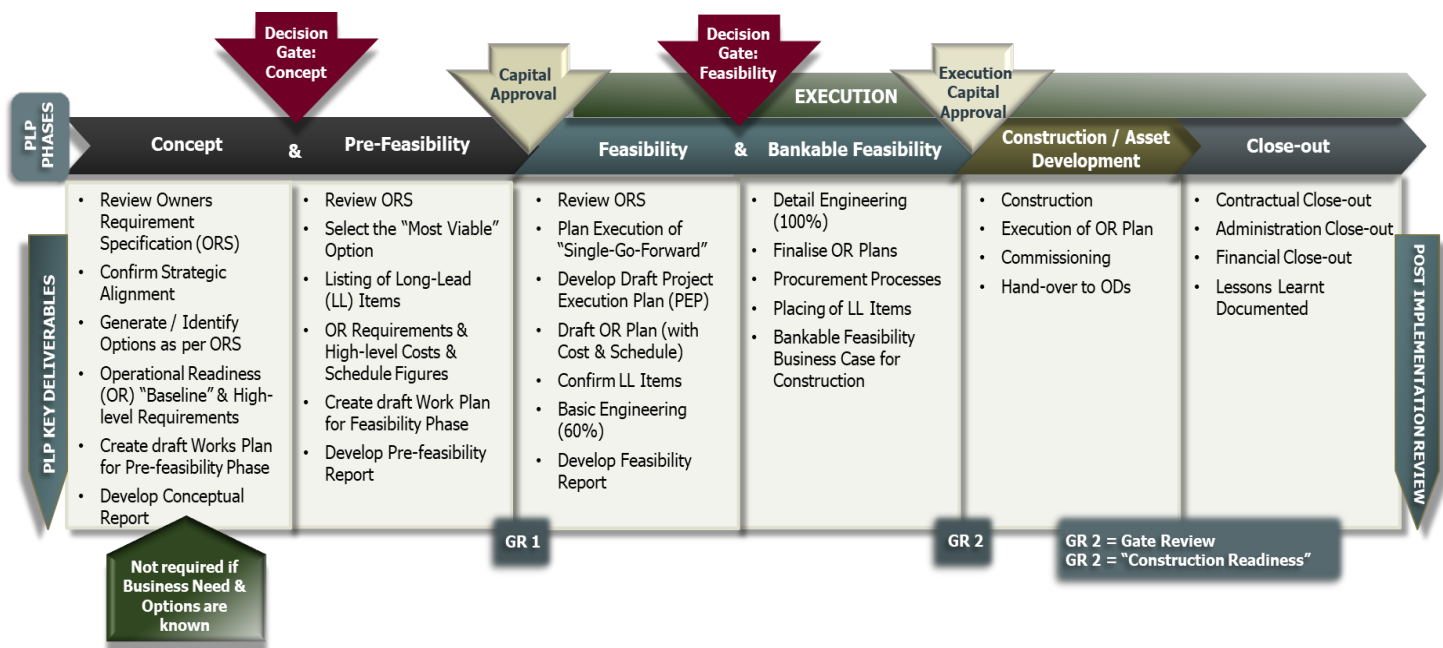
Appendix H: Rail Operation Plan

Appendix I: Rail Yard and Port Simulation Report

In the delivery of each Phase deliverable the *Consultant* shall execute the works as specified in terms of the relevant disciplines' requirements. The *Consultant* shall undertake the services with the clear understanding that they are acting as an *Employer's* representative and agent and therefore be fully aware of and knowledgeable with regards to Transnet business requirements policies and procedures. The *Consultant* shall comply with the relevant policies and procedures applicable to Transnet Freight Rail (TFR) as updated from time to time including PLP provisions.

The *Consultant* shall ensure that he/she is familiar with the Transnet PLP methodology and that the deliverables required as part of this contract are fully aligned and compliant therewith. The Feasibility & Bankable Feasibility study deliverables are summarized in **Figure 1** below. Full details are available from Transnet's PLP documents Appendix C.

Figure 1. Transnet Project Lifecycle Process (PLP)



The *Consultant* shall ensure that all PLP phases as determined through the PLP classification model for each phase are complied with.

It is envisaged that this contract shall be executed as follows:

- **Feasibility & Bankable Feasibility Study - for the proposed project stages:**
 - Feasibility study designs to be developed to the Feasibility & Bankable Feasibility study requirements (60% basic engineering for Feasibility phase and up to 100% detailed

engineering for Bankable Feasibility phase, except where otherwise stated).

- Gate Review and Approval (to pass Gate Review as a condition before proceeding to construction).
- Provide input to obtain approval of Feasibility & Bankable Feasibility level business case.
- The estimated duration for the Feasibility & Bankable Feasibility scope including an EIA completion is 12 months.

For this contract the project scope will be limited only to Feasibility & Bankable Feasibility study including an EIA. Construction scope will be done as a follow up scope and will not form part of the Feasibility Study scope.

Construction scope and Consultant appointment will be at the Employer's discretion.

2. Executive overview

Transnet has embarked on a novel strategy planning process that will provide input into the Corporate Plan. As part of this process, eight segment strategies have been crafted, due to their importance to the economy, importance to Transnet as well as Transnet's role in ensuring security of supply to its customers. The segment strategies are fortified through a commercial analytical lens and articulate an appropriate sustainable positioning for each of the segment strategies in achieving the mandate of the Shareholder.

At the State of the Nation Address, our Honourable President, Mr. Cyril Ramaphosa, pledged the three spheres of governments' support, commitment, and involvement in the establishment of new opportunities to stimulate the development of a high-capacity rail infrastructure corridor between Gauteng and the Eastern Cape, to assist with transporting finished vehicles for export through the Port of Port Elizabeth.

Given Transnet's significant financial constraints, and limited capability in some instances to fund and finance this Project, an opportunity for Transnet to mitigate such resource constraints was to Register the High-Capacity Corridor for Automotive Volumes via SouthCor and Port of Port Elizabeth as a Special Strategic Infrastructure Project (SSIP) with Investment and Infrastructure South Africa.

As such, at the core of Transnet's strategy is the need to forge partnerships to create new avenues of capital funding, and to introduce private and public sector participants in the provision of freight rail services and port terminal operations.

The Automotive Industry's needs include but are not limited to the rerouting of some of their existing logistic supply chain to and from the Port of Durban via the Container Corridor to Gauteng (Silverton Manufacturing Plant) to that of Gauteng to the Port of Elizabeth via the South Corridor. This is to include all import and export volumes of fully built units for 100% rail logistics.

Core to South Africa's ambitions to drive growth and employment through the scaling of high-growth sectors (including through special economic zones) is optimising the cost of moving goods between major processing nodes (particularly Gauteng) and to and from key coastal ports for international transport. This is a key factor, for example, in the success and expansion of the Tshwane Automotive Special Economic Zone and the Coega Special Economic Zones. The cost of doing business across South Africa, a critical factor in implementing and scaling the interventions promulgated under the Economic Response and Recovery plan announced by the President on 15th October 2020, is significantly impacted by the cost of freight - particularly with respect to investment attraction and retention and maximising multiplier effects that justify money spent and revenue foregone on key incentives such as the special economic zones.

However, not only has rail freight failed to act as a spur to growth in the South African economy, but under-investment and poor interoperability with freight infrastructure across the legacy Spoornet network (now operated under Transnet Freight Rail or TFR) has resulted in an estimated 100 million tonnes per annum of freight demand moving from rail to road over the last 2 decades.

This is a long-term systemic problem. As far back as 1998, the Moving South Africa (MSA) study identified two massive weaknesses in the freight system.

- Lack of support for export competitiveness; and
- Low levels of system sustainability.

The MSA defined three strategic actions:

- Build density in the transport system through focusing freight flows on select corridors by supporting and reinforcing current trends to build the backbone of the system, at the same time as reducing complexity and investment requirements;
- Build economies of scale within the different modes by focusing the role of the modes, maximising scale economies within each mode and offering differentiated services where economically sustainable; and
- Improve firm level competitiveness by removing obstacles, improving integration, ensuring sufficient reinvestment to maintain quality infrastructure and operations, restoring price and value signals between customers and service providers, and building an industry platform which drives differentiation and innovation.

The opportune focal point for this was, and remains the rail freight, which, when delivered efficiently, moves goods at between 30% and 50% of the cost of road freight. Rail freight networks are also directly integrated with Port Networks, another critical feature of the system. TFR, to harness this opportunity, must radically improve predictability and quality of service, availability of rolling stock and conditions of rail network.

Background

The catalytic investment by the Ford Motor Company in the Tshwane Automotive Special Economic Zone, and parallel proposed enabling of expanded port capacity in Gqeberha (specifically the port of Port Elizabeth) provides the opportunity to create the first major component of a fully competitive rail freight network for the next phase of South Africa's industrial development. The proposal at hand is to establish a high-capacity freight rail corridor linking the Coega Special Economic Zone to the Tshwane Automotive Special Economic Zone (TASEZ), allowing for both rapid, affordable transportation of vehicles produced at the TASEZ to port, and rapid loading upon arrival, as well as for predictable, affordable importation schedules of specialist components moving from the port to the TASEZ. The investment targeting will include significantly expanding capacity at the Port of Port Elizabeth as well as upgrading of tracks, wagons and supporting systems to ensure required volumes of trains moving on a predictable, competitively priced timetable in each direction.

The exact configuration of rail corridor utilisation to establish the corridor will be determined based on optimisation and timeframes to attain these goals. The TASEZ will begin production at scale in 2022, setting a very compressed timeframe to execute at least the first stages of the required upgrades and investments. Given that no new track is proposed to be built (upgrades to existing track are what is foreseen) and the port infrastructure at Gqeberha is similarly not a green-fields development, this is within the envelope of possibility.

While this initiative draws its commercial investment logic from servicing Ford Motor Company as an initial client in both Gauteng and the Eastern Cape, the establishment of the high-capacity corridor will be a

sustained capability boost to the economies of both leading provinces (as well as those provinces through which the corridor will pass) and freight rail as a network industry nationally.

The following list of systemic issues that, as per their analysis, contribute to the uncompetitive profile of the current South African freight rail offering with respect to the automotive sector, creating major bottlenecks to investment in a sector explicitly targeted at a policy level for export-led growth and expansion:

- Insufficient rail capacity and equipment to support Ford business
- Limited rail service between Silverton and port of Port Elizabeth
- Silverton rail service continuously impacted by PRASA
- Constant delays with the arrival of trains in Silverton & Kaalfontein and ports
- Constant delays due to derailments, cable theft & occupations
- Insufficient tracking of trains
- Poor train/slot planning leads to delays and inconsistent performance
- Poor rail security leads to vandalization of trains and damage to freight
- 24x7 service needs to develop for rail at the ports
- Rail ramps need to be upgraded at the various ports
- Commercial claims take months to resolve

These flagged issues are particularly pertinent to the question of rail freight competitiveness given the significant and expanding scale of FMCSA 's role in the South African economy:

- FMCSA transitioned from being a low volume multiple platform vehicle manufacturer, to a high-volume single platform manufacturer, and currently contributes 1.3% of South Africa's GDP per annum
- Over the last decade total investment totalled \$784 million (R11 Billion) to realise an annual production capacity of 168,000 vehicles (2019) projected to rise to 200,000 by 2023, with additional substantial investment to be announced in Feb 2021 for the new Ranger 2022 program

A user of FMCSA's scale is therefore well positioned to both scope the opportunity represented by the Rail Freight network as an enabler of large scale, export-driven industrial production in South Africa, and to analyse how effectively the freight rail system is indeed evolving into a platform for such opportunity.

The proposed Gauteng Eastern Cape High-Capacity Rail Corridor to service high growth sectors is a critical national intervention to ensure the viability of a major national project with significant sovereign risk implications – the Tshwane Automotive Special Economic Zone. In so doing, it will create key industrial capacity along the corridor in question, linking a new, uncongested port to the national and continental commercial hub.

But is also a key first step in developing the kind of dedicated freight capacity that can support industrialisation across the board, particularly if all 8 port systems were ultimately to be the target of similar strategic initiatives, converging in Gauteng as an import-export nerve centre and gateway to continental Africa (particularly relevant as the African Continental Free Trade Agreement comes online).

As a result of competition with manganese exports on the South Corridor, the corridor is running at full capacity. The rail network between Noupoot and the Port of Port Elizabeth (PoPE) and the Port of Ngqura (PoN) would be shared amongst all commodities, a corridor expansion approach would have to be adopted. The automotive trains from the north enter Southcor at Noupoot, via Bloemfontein and Springfontein, implying that the rail capacity between Noupoot and the NMB Ports will have to accommodate the additional automotive trains in addition to the other trains on Southcor.

FMCSA's needs include but are not limited to the rerouting of their existing logistic supply chain to and

from the Port of Durban via the Container Corridor to Gauteng (Silverton Manufacturing Plant) to that of Gauteng to the Port of Elizabeth via the South Corridor. This is to include all import and export volumes of fully built Ford units for 100% rail logistics.

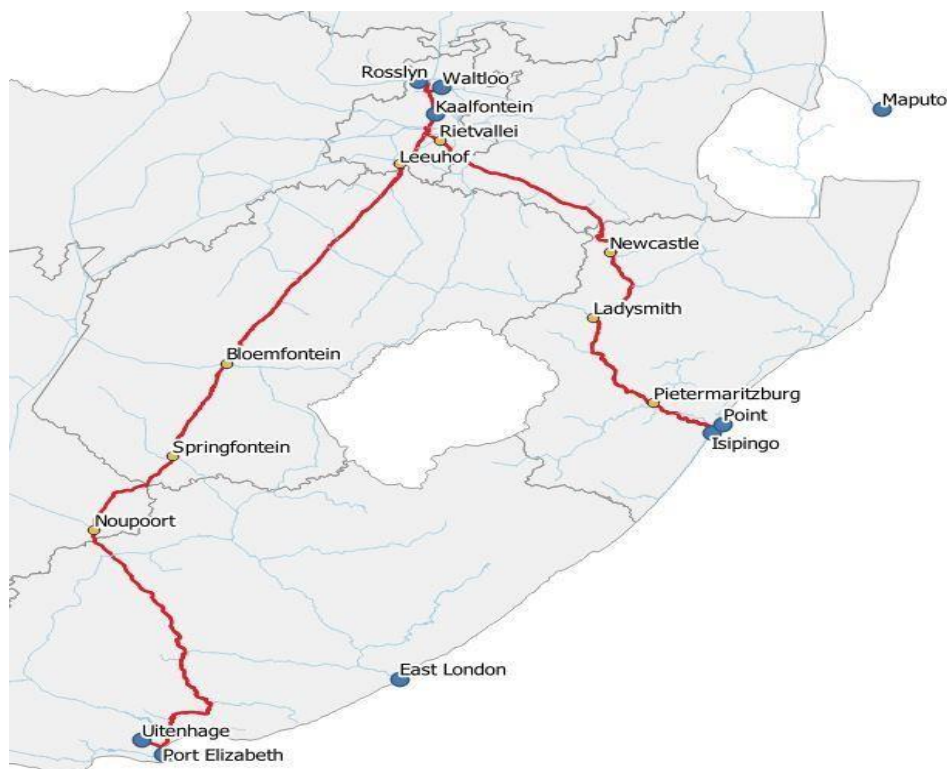
The high level "single go forward" solution is the provision of two daily 50 wagon train sets from the Waltloo rail yard to the Port of Port Elizabeth (PoPE) via the South Corridor and one daily 50 wagon train set from the Kaalfontein rail terminal optimising density and capacity on the VW back haul to the

Port of Elizabeth (PoPE).

Additional handling capacity at the Port of Elizabeth (PoPE), Charl Malan Quay was unlocked in reducing the container handling footprint to allow the automotive handling to be expanded seamlessly. In addition, the berth 102 has been repurposed for automotive handling.

Figure 2 below depicts the Automotive rail links to PE and Durban but this Feasibility & Bankable Feasibility study will focus on the SouthCor route from Gauteng to Port of Port Elizabeth (PoPE) via Bloemfontein – Noupoot.

Figure 2. Automotive Rail links to PE and Durban



PROJECT UKUVUSELELA SOLUTION: PREFEASIBILITY STUDY OUTCOMES

At a high-level, the solution is the provision of two daily 50 wagon train sets from the Waltloo rail yard to the Port of Port Elizabeth via the South Corridor and one daily 50 wagon train set from the Kaalfontein rail terminal optimising density and capacity on the VW back haul to the port of Port Elizabeth. There are minor yard upgrades required at the Waltloo and Kaalfontein rail yards to facilitate 24-hour operations, faster loading rates and quicker shunting operations.

The capacity increase on the SouthCor via Bloemfontein, Noupoot to the port of Port Elizabeth consist of 17 loop extensions at key constraints along the main line amounting to 12 KMs of rail loop extensions to accommodate the crossing of 50 wagon automotive train composites. This solution is built on top of the 16mtpa Manganese rail expansion project. The automotive expansion project is hence dependent on the manganese project, but the manganese project will exist and proceed independently.

Additional handling capacity at the Port of Port Elizabeth, Charl Malan Quay will be unlocked by reducing the container handling footprint to allow the automotive handling to be expanded seamlessly to accommodate an additional 5000 parking bays. The operation process flow has been amended to incorporate additional lanes, superstructure extensions, an additional rail line and concrete infill of the rail yard at Blue Light rail terminal for optimized loading and offloading of trains arriving and departing the terminal. In addition, berth 102 will be repurposed for automotive handling.

The SCL-19 Single Deck Automotive Wagon (x 660) option was selected with haulage provided by a fleet of 44 x Class 45-000 diesel-electric locomotives and 2 x Class 34-600 diesel-electric locomotives dedicated to shunting operations at the Waterloo and Blue Light rail yards respectively.

A comprehensive programme of operational enhancements and a programme of capacity infrastructure investments was developed along the logistic supply chain to establish the definition in terms of scope, time, and cost of this project.

The environmental assessment indicated no fatal flaws; however, a full-blown environmental impact analysis is required with 14 sites requiring water use license, 15 sites falling within sensitive areas, 5 sites requiring biodiversity permits and all sites requiring heritage exemption.

The high level conceptual operating model is shown in the below **Figure 3**.

Figure 3. Proposed High-level Conceptual Operating Model

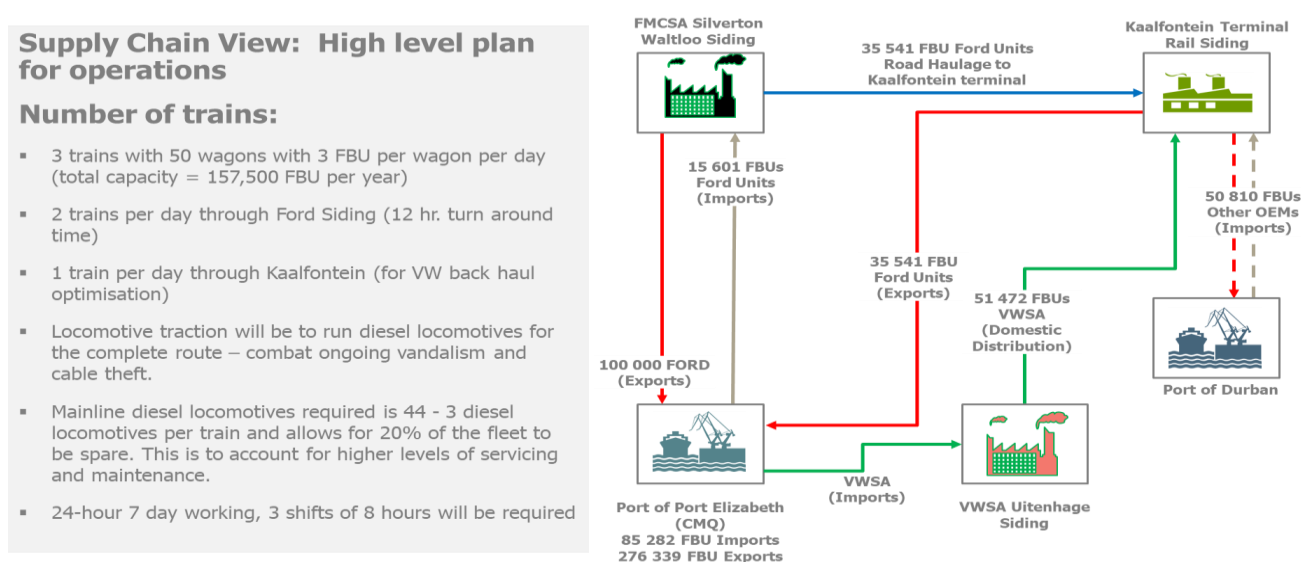


Table 1. indicates the locations of all the affected rail loops that were identified as part of the prefeasibility study that would require extension to accommodate the 50-wagon automotive train sets. The proposed loop extensions presented are relevant for the further development of this project and are shown below. The table below also shows loop extensions that would be engineered and constructed as part of the *Manganese 16mtpa rail expansion project*.

The table articulates the loop station names and their current lengths and then proposes the incremental loop extension lengths and the direction of the extensions.

Table 1. List of crossing loops to be extended between Bloemfontein and Gqeberha

LOOP STATION NAME	CURRENT LOOP LENGTH (M)	PROPOSED LOOP EXTENSION (M)	PROPOSED TOTAL LOOP LENGTH (M)	DIRECTION OF EXTENSION
Hamilton		1000	1000	Extend towards Riflerange
Hertzberg	2837	3900	6737	Extend towards Edenburg
Landmeter	691	1000	1691	Extend towards Merinorand
Lofter	742	510	1252	Extend towards Waterplas
Priors	645	645	1290	Extend towards Besembos
Norvalspont	956	400	1356	Extend towards Agtertang
Colesberg	776	500	1276	Extend towards Haredale
Carlton	579	700	1279	Extend both sides
Flonker	645	825	1470	Extend towards Evendowns
<i>*Rosmead</i>	<i>1241</i>	<i>3000</i>	<i>3000</i>	<i>16 mtpa Manganese Project</i>
Tafelberg	658	600	1258	Extend towards Conway
Visrivier	766	500	1266	Extend towards Genoegsaam
<i>*Knutsford</i>	<i>594</i>	<i>1953</i>	<i>2547</i>	<i>16 mtpa Manganese Project</i>
Marlow	603	650	1253	Extend towards Cradock
Mortimer	770	500	1270	Extend towards Scanlen
<i>*Drennan</i>	<i>1190</i>	<i>1315</i>	<i>2505</i>	<i>16 mtpa Manganese Project</i>
Thorngrove	1157	100	1257	Extend towards Cookhouse
<i>*Sheldon</i>	<i>1196</i>	<i>1454</i>	<i>2650</i>	<i>16 mtpa Manganese Project</i>
Saltaire	936	320	1256	Extend towards Kommadagga
Alicedale	1195	100	1295	Extend towards Blinkhoff
<i>*Verby</i>	<i>555</i>	<i>1943</i>	<i>2498</i>	<i>16 mtpa Manganese Project</i>
Coerney	592	660	1252	Extend towards Addo
*Total Manganese Loop Extensions (m)		9665		
Total Automotive Loop Extensions (m)		12910		
Total Loop Extensions (m)		22575		

* represents Loops to be engineered and constructed as part of the Manganese 16mtpa rail expansion project.

3. Description of Professional Services

In fulfilling the *Employer's* requirements and acting as an *Employer's* representative the *Consultant* is required to declare and state all limitations and challenges that are not identified by the scope.

The *Consultant* shall be required to undertake the works as listed in the deliverables schedule (Appendix B) to achieve the required gate approval for acceptance by the *Employer's Agent*.

Based on the scope the *Consultant* is required to develop a program to be submitted for review and approval by the *Employer's Agent* (*Employer's* Team Representatives).

Prior to the commencement with the project scope, the *Consultant* is required to obtain the approval of the *Employer*.

The *Consultant* shall produce a body work for the Feasibility & Bankable Feasibility study which complies

with the Transnet Project Lifecycle Process requirements for this stage. The success of the Feasibility & Bankable Feasibility deliverables phase shall be measured through the successful outcome of the Gate Review process; the deliverables of which shall be set up with the *Employer* during the early stages of the project.

The *Consultant* shall propose skilled staff with relevant qualifications, experience and ECSA Professional registrations to be formally mobilized to ensure deliverables are met. Furthermore, the *Employer* (including owner's representatives) and *Consultant* shall agree on the project plan and program, risk assessments, method statement, applicable latest drawings, communication plan applicable and specific to this PLP phase (Feasibility & Bankable Feasibility Study) and project stages, key deliverables and project timelines.

For this PLP phase and project stages the *Consultant* shall generate an organogram showing appropriate disciplines and their roles, including battery limits for each discipline.

The *Consultant* complies with the relevant Transnet specifications, drawings standards, templates (where they exist), typical designs, product approvals, guidelines, policies and procedures. The *Employer* provides relevant Transnet documentation upon request (Form BBB0322 to be submitted to the *Project Manager*).

The *Consultant* sources, all relevant government regulations, international standards and national standards from the relevant authorities.

The *Consultant* complies with the ECSA Code of Conduct.

4. Work Breakdown Structure

4.1 Scope definition

The work breakdown structure organizes the work per section for all disciplines required to allow FMCSA to deliver their forecast demands for future Fully Built-up Units (FBU) and to deliver the required rail capacity via the SouthCor from Watloo and Kaalfontein in Gauteng to the Port of Port Elizabeth (PoPE) in Gqeberha by 2026.

The Bankable Feasibility study and EIA by the *Consultant* will focus on the below battery limits per discipline which will be further explained under scope development:

- Watloo Yard
- Kaalfontein Yard
- Main line loop extensions to accommodate a 50 wagon automotive train.
- Port of Port Elizabeth Rail Siding

The table below shows the infrastructure requirements from Watloo Yard and Kaalfontein Yard in Gauteng to the Port of Port Elizabeth (PoPE) via Bloemfontein – Noupoot route.

Table 2. Work Breakdown Structure

Location	Work Package	Discipline
Gauteng Works	Watloo Yard	Civil, Perway, OHTE, Electrical & Signalling
	Kaalfontein Yard	Civil, Perway, OHTE, Electrical & Signalling
Main Line 7 x Loops Extension (Bloemfontein to Noupoot)	Hamilton Loop	Civil, Perway, Signalling & Structures
	Hertzberg Loop	Civil, Perway, Signalling & Structures
	Landmeter Loop	Civil, Perway, Signalling & Structures

Location	Work Package	Discipline
	Lofter Loop	Civil, Perway, Signalling & Structures
	Priors Loop	Civil, Perway, Signalling & Structures
	Norvalspont Loop	Civil, Perway, Signalling & Structures
	Colesberg Loop	Civil, Perway, Structures & Signalling
Main Line 10 x Loops Extension (Noupoort to Gqeberha)	Carlton Loop	Civil, Perway, Structures, OHTE & Signalling
	Flonker Loop	Civil, Perway, Structures, OHTE & Signalling
	Tafelberg Loop	Civil, Perway, Structures, OHTE & Signalling
	Visrivier Loop	Civil, Perway, Structures, OHTE & Signalling
	Marlow Loop	Civil, Perway, Structures, OHTE & Signalling
	Mortimer Loop	Civil, Perway, Structures, OHTE & Signalling
	Thorngrove Loop	Civil, Perway, Structures, OHTE & Signalling
	Saltaire Loop	Civil, Perway, Structures, OHTE & Signalling
	Alicedale Loop	Civil, Perway, Structures, OHTE & Signalling
	Coerney Loop	Civil, Perway, Structures, OHTE & Signalling
Port of PE (Gqeberha)	Port Rail Siding	Civil, Perway, Structures & Signalling

5. Project Scope Development

The *Consultant* must adhere to the below battery limits for the Ukuvuselela Automotive Project:

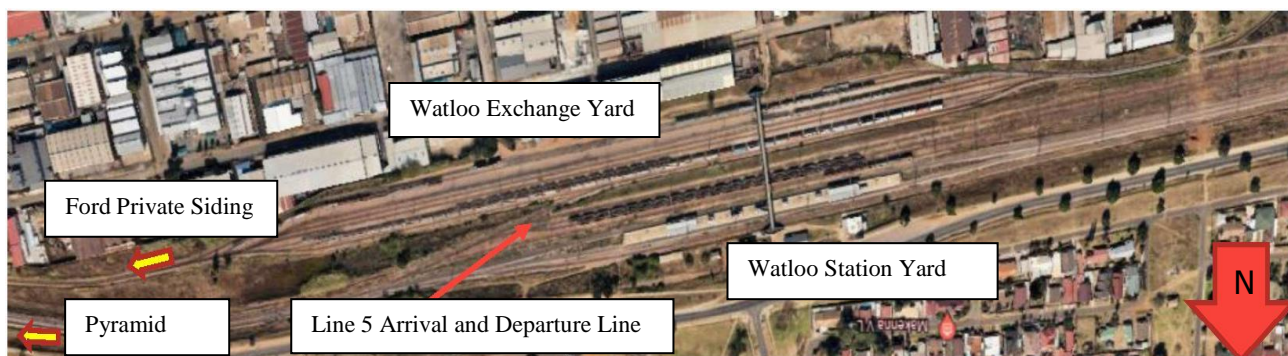
5.1. Watloo Rail Yard

Waltloo is required to accommodate two 50 wagon automotive trains per day. These two trains are spaced at a minimum of 8 hours apart from each other. As such, it is expected that there will be up to 2 trains at Waltloo at any one time. The proposed works are to bring into service the West Shunt Spur which follows the main line between Waltloo and Eersterus stations.

The shunt spur will be used to allow the automotive train to exit from the main line and clear the signal points. The works at Watloo Rail Yard will be able to bring back into use the Western Shunt Spur as well as the TFR Yard lines which are seldom used in the current operation but are integral to the proposed operation for managing the arrival and departure of the Automotive trains from Waltloo Yard.

The general upgrading of the yard includes electrifying the western shunt spur and the lighting that is fit for purpose.

Figure 3: Satellite View of Watloo Rail Yard



5.2 Kaalfontein Rail Yard

Kaalfontein currently receives up to one train per day from VW in Uitenhage and two trains per day from the Port of Durban. The proposed project objective is to use the backhaul from the VW train for Ford FBU's to the Port of PE and to increase the overall number of wagons from 40 to 50 wagons per train. Kaalfontein is

already capable of handling trains of 50 wagons which arrives from Durban. The planned number of trains per day is still expected to remain at one train per day for the SouthCor automotive corridor. The number of trains per day for the NatCor automotive corridor is expected to remain as per the current levels and forecasts.

As the future capacity required is within the existing service capacity at Kaalfontein, there is little infrastructure upgrades required. The proposed improvements are related to the extension of the hardstand over the rail on lines 1 and 2 to include line 3. This will provide additional flexibility to the yard. In addition, the lighting is to be reviewed and upgraded as required. The general upgrading of the yard includes the lighting facilities that is fit for purpose.

Figure 4 below shows the satellite view of Kaalfontein Automotive siding.

Figure 4: Satellite View of Kaalfontein Rail Yard



5.3 Main line loop extensions

5.3.1 Bloemfontein to Noupoot loops

Most of the line from Waltloo or Kaalfontein to Bloemfontein is double line and there are no expectations from the simulations that any infrastructure will be required along this section of the route. The trains will halt at Bloemfontein for a crew change and to refuel diesel trains. The line from Bloemfontein to Noupoot is a single line and most of the available passing loops are less than the 1.2 km required for the 50 wagon automotive trains. As such, the following loops require to be extended:

Hamilton is to be extended by 1000 m towards Riflerange. There are three existing culverts that will need to be extended to accommodate this loop extension. This line is not electrified therefore, there is no requirement for additional OHTE.

Hertzberg is to be extended by 3900 m towards Edenburg. The long length of the loop will ensure that the runtimes are more even between the different crossing loops and provide a more balanced timetable. There are four existing culverts that need to be extended and a new underpass to replace a level crossing. This line is not electrified therefore, there is no requirement for additional OHTE.

Landmeter is to be extended by 1000 m towards Merinorand. One existing culvert will need to be extended. This line is not electrified therefore, there is no requirement for additional OHTE.

Lofter is to be extended by 510 m towards Waterplas. There is one culvert to be extended and one level crossing to be replaced with an underpass. This line is not electrified therefore, there is no requirement for additional OHTE.

Priors is to be extended by 645 m towards Besembos. There is one bridge that will need to be widened. This line is not electrified therefore, there is no requirement for additional OHTE.

Norvalspont station would require to be extended of 400 m towards Agtertang to ensure uniform runtimes in the network. This line is not electrified therefore, there is no requirement for additional OHTE.

Colesberg is the last loop that needs to be extended in this corridor. The loop must be extended by 500 m towards Haredale. There is one culvert that will need to be extended. This line is not electrified therefore, there is no requirement for additional OHTE. Colour-light signalling would have to be investigated for design consideration in this non-electrified area.

5.3.2 Noupoot to Port of PE (Gqeberha) loops

From Noupoot to Gqeberha, the automotive trains join with the 104 wagon Manganese trains (and the future 208 wagon Manganese trains) coming from De Aar. This has an impact on loop lengths and runtimes. The automotive loops are imposed between the proposed Manganese project loops to be lengthened for the 208 wagon trains. The mountainous and undulating corridor descends to the coast and passes through agricultural land, past large rivers. These will need to be considered and accounted for when developing a Bankable Feasibility study for this corridor.

The corridor is electrified and controlled by colour light signalling as well. Even though the project proposed that diesel traction will be used, the loops will have the current OHTE extended along the length of the loop extension. All loops must have cross bonds installed at both ends and at the centre or at intervals not exceeding 500m.

Carlton is to be extended by 125 m towards Noupoot and 575 m towards Flonker. There may be some regrading required to soften the gradient over the loop extension. Further details from the Feasibility & Bankable Feasibility study will confirm the requirements. There are 6 existing culvert structures to be extended.

Flonker loop would be extended to accommodate the automotive trains. The loop extends from the station southwards following the curved track. The extension is 825 m long and ends at the straight portion of the line before the tunnel. There are 5 existing culverts that will need to be extended and new underpass to replace an existing level crossing.

Tafelberg loop will be extended by 600 m towards Conway. One existing culvert is to be extended.

Visrivier is to be extended by 500 m towards Genoegsaam. There are no structures within the length of the loop extension that have been identified.

Marlow will be extended by 650 m towards Cradock. There are two existing culverts that are to be extended for this loop.

Mortimer loop extension will be 500 m towards Scanlen. The satellite imagery shows that the loop will go through an agricultural area where the terrain is relatively flat therefore, no major earthworks are anticipated. There are three box culverts that will need to be extended.

Thorngrove is to be extended by 100 m towards Cookhouse. Following a detailed survey, the need for the loop extension may be value engineered out if the existing loop is long enough for the required automotive train. There is one box culvert to be extended for this loop.

Saltaire will require extension up to the tunnel towards Groenheuwels station. The terrain is mountainous and significant earthworks along with two large box culvert structures will be required.

Alicedale loop will be extended 100 m towards Blinkhof. Following a detailed survey, the need for the loop extension may be value engineered out if the existing loop is long enough for the required automotive train.

Coerney is in flat farmlands and is required to be extended by 660 m towards Addo. There are no structures along this loop extension.

All structures such as culverts, underpass, bridges and hard-stands to be confirmed by the survey and conditional assessment.

Figure 5 below illustrates an overview of the location of each loop extension along the Bloemfontein – Noupoot to Port of Port Elizabeth (Gqeberha) route.

Figure 5. Location of Loop Extensions



5.4. Port of Port Elizabeth (Gqeberha) Rail Siding

The rail activities at the port are expected to increase significantly at the automotive terminal. Currently, less than one train per week loaded with Ford FBU's calls at the port. In the future, there will be three trains per day. There is sufficient rail capacity within the port to support this expansion. To achieve three trains per day, the Blue Light rail transfer area would have to be used for handling the majority of automotive trains.

This has the advantage of allowing fewer shunting moves per train and making use of the larger Green Street Marshalling yard. This existing yard was primarily used for the Charl Malan Quay container terminal which has reduced its operations following the establishment of the Coega Container Terminal to the north.

To enable the continued use of the Blue Light transfer area for container rail traffic, a third rail line will be required along with a cross over between the existing two lines. This requirement is subject to the continued use of the Port Elizabeth Container Terminal or the need to retain a rail service at the terminal for container trains.

Install new 1500 m² hardstand over the rails to the west end of the automotive rail siding at the Blue Light siding for the unloading ramps and for the FBU's to turn onto or from the wagon loading ramp.

Any changes to the agreed scope shall be reported to the *Employer* by the *Consultant* immediately to avoid project delays and incorrect outcomes. Scope changes shall be reported and managed as per the Transnet Change control procedures.

6. Project Scope

In line with the *Employer's* requirements the *Consultant* shall define and develop the scope for the Feasibility of this project.

Each Feasibility & Bankable Feasibility deliverable will be evaluated and measured by the *Employer's* Agent (Owners Team Representatives) as per the defined quality and deliverables.

6.1. The following is the detailed project scope

- 6.1.1. Develop a detailed full suite of Feasibility and Bankable Feasibility PLP documentation up to 100% design accuracy (except where otherwise stated) to the level of AFC drawings and final specifications, completed works information and tender documentation in accordance with Transnet PLP methodology.
- 6.1.2. Prepare and implement a Quality Plan inclusive of sufficiently detailed design checklists. Completed checklists to be included with each submission of drawings, reports, tender documentation etc. Full quality records to be submitted upon final hand over of the *Consultant's* work.
- 6.1.3. Undertake Feasibility and Bankable Feasibility specialist studies for the related rail infrastructure which **includes but is not limited to:**
 - a. Surveys
 - b. Geotechnical investigations
 - c. Environmental management and authorisation including Water Use Licence if required.
 - d. Stakeholder management
 - e. Benefits review & Quantification
 - f. Simulation & Modelling

g. Hazard and Operability Studies (Feasibility -HAZOP)

- 6.1.4. Develop Business model with commercial value proposition and commercial commitments to deliver the required rail capacity along the SouthCor from Waltloo and Kaalfontein in Gauteng to the Port of Port Elizabeth (PoPE) in Gqeberha.
- 6.1.5. Firm investment plans and business cases for associated logistic components within the battery limits of this project.
- 6.1.6. Facilitate and document discussion around the detailed Operating Model to deliver the required rail capacity along the SouthCor from Waltloo and Kaalfontein in Gauteng to the Port of Port Elizabeth (PoPE) in Gqeberha.
- 6.1.7. With inputs from Level Crossings surveys price for the designs for dealing with level crossings (in terms of the new legislation requirements), underpasses, bridges for both vehicles and pedestrians. *Consultant* to further prepare and see through the process of RSR approvals until the application arrives at a "no objection" notification for any Level Crossings in the scoped loop extensions of this project.
- 6.1.8. Obtain authorisations for Environmental and Water Use studies (Integrated Environmental and Water Use authorization).
- 6.1.9. Develop a detailed Financial and economic modelling.
- 6.1.10. Finalising the Feasibility & Bankable Feasibility Work Plan.
- 6.1.11. Develop and manage Change Management plan Methodology/Communication strategy.
- 6.1.12. Develop a Feasibility report (to include study reports, Business Case and all related supporting documents).
- 6.1.13. The Geotechnical *Consultant's Scope of Services* is anticipated to include the following e.g. a desktop study of geological maps and/or historical geotechnical investigations (if available), fieldwork (at the discretion of the *Consultant*), fieldwork (at the discretion of the *Consultant*), laboratory testing (at the discretion of the *Consultant*) and reporting (*Geotechnical Investigation and Design Report(s)*) that include the following minimum requirements (if/where applicable):
 - a. General descriptions of various sites investigated (e.g. climate, general geology, etc.) and fieldwork conducted.
 - b. Description of existing sub-soil and/or rock conditions/types, including possible fault lines, areas of instability, problematic soils (e.g. soils with dispersive, highly erosive, collapsible, expansive or compressible properties), etc.
 - c. Data evaluation/interpretation of the field and laboratory test results.
 - d. Material classification and recommended use (e.g. COLTO/COTO, TRH14, USCS, AASHTO, S410).
 - e. Groundwater measurements and in-situ permeability.
 - f. Recommendations for foundations of buildings, bridges and other structures, including allowable bearing pressure and assessment of settlement for all structures.
 - g. Recommendations and designs for surface and sub-surface drainage/stormwater control.
 - h. Layerworks recommendations and pavement designs for access roads, service roads, pavements, both internal and external slabs (including track slabs, if/where required), as well as possible upgrades and/or rehabilitation work on existing pavement infrastructure.
 - i. Slope stability analysis and detailed design for construction of earth retaining

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- structures/lateral support/slope stability measures (if/where required).
- j. Recommendations on temporary works for deep excavations.
 - k. Analysis of the conditions of the railway track subgrade and earthworks.
 - l. Recommendations for formation layerworks/subgrade treatment of railway earthworks, including possible upgrades and/or rehabilitation work on existing formation (in terms of the S410 Specification).
 - m. Recommendations for excavation works.
 - n. Identification of a suitable borrow pit/quarry/commercial source, in close proximity to the proposed sites, to supply suitable material for construction works (e.g. pavement layerworks, railway formation works, etc.), including licensing validation.
 - o. Identification of precautionary measures to consider regarding the geotechnical conditions of the proposed developments.
 - p. Documentation for construction/implementation of the *Consultant's* designs, including, but not limited to the following e.g. Construction drawings, Detailed *Bill of Quantities*, Technical Specifications and *Works Information/Scope of Works* (detailing how the construction *Contractor* should go about executing/implementing the designs).
- 6.1.14. Prepare Works Information for tendering purposes, pricing information, engineering AFC drawings and all related documentations.
 - 6.1.15. Prepare various technical specifications for equipment and for the works, taking value engineering principles and fit for purpose solutions into account.
 - 6.1.16. Conduct the power simulation study for Traction substations and OHTE wire for section between Noupoot and Port of Port Elizabeth (Gqeberha) to be upgraded, report required.
 - 6.1.17. Conduct a condition assessment for rail infrastructure within the corridor for the specific sections where work for this project will be done especially where the existing facilities are going to be re-used i.e. support structures for OHTE, previously decommissioned breakers from the traction substation, existing culverts and bridges and provide conditional assessment report with remedial works where required. Condition assessment to be undertaken 500m on either side of the loop extension and the associated rail infrastructure for this project
 - 6.1.18. Develop a full detailed design package for OHTE and Traction substations (where it is necessary) i.e. Design criteria, Design Report, Layouts, update switching diagrams, BOQ's for budget estimation, Scope of works/works information for construction.
 - 6.1.19. Develop the full detail design package for the EL&P for requirements where required which include but not limited to the following: Design criteria, project technical specification, layouts, design reports, BOQ's, Scope of work/works information for construction.
 - 6.1.20. The Signalling *Works* includes but it is **not limited** to;
 - a. Any required modifications to colourlight signaling installations, including any re-signaling deemed necessary.
 - b. Any required modifications to existing Yard Automation systems.
 - c. Any required changes to the Radio Train Order (RTO) and Track Warrant System (TWS) installations.
 - d. Any changes to Condition Assessment Systems (CAS).
 - e. Replacement of obsolete technologies, where practical.
 - f. Any required modifications at the Centralised Traffic Control (CTC) centres.
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- g. Conformance to existing technologies and train control methods used, where appropriate.
 - h. Where possible and subject to time and budget constraints, use of latest TFR-approved technologies and design methodologies.
- 6.1.21. Prepare sufficiently detailed Signalling Line Plans, showing the existing versus the proposed station layouts. These includes but it is not limited to:
 - a. Site surveys of existing Signalling equipment positions and site constraints like curves and obstruction to visibility of proposed signals and indicators.
 - b. Obtaining and verification of gradient information including any measurements on site where needed.
 - c. Train dynamics calculations and simulations for correct placement of signals.
 - d. Engaging TFR's Train Design department to verify equipment placements with respect to train dynamics.
- 6.1.22. Investigate the need for AC immunisation of Signalling and other affected elements of the work, including verification of the suitability of existing AC immunisation.
- 6.1.23. Investigate whether there is a need to introduce Yard Automation systems (part of Signalling) where they do not exist.
- 6.1.24. Investigate whether there is a need to introduce electrical points and indicators (part of Signalling) in the RTO/TWS sections where they do not exist.
- 6.1.25. Prepare a document detailing the proposed train operating methodology inclusive of train control methods, operation of Signalling systems, change-over between different traction types, routing of different types of train traffic, operation of sidings/yards, control of colourlight signaling for train movements between electrified and non-electrified running lines etc.
- 6.1.26. Engage the RN Technical office, TFR train operations, Corporate Safety, and other relevant stake holders to conduct a risk assessment specifically with reference to Signalling Line Plans and the proposed train operating methodology: Risk assessment report to be submitted.
- 6.1.27. Engage TFR's RN Technical office and TFR's TM office to verify the latest technical requirements.
- 6.1.28. Assess the sites/facilities relevant to this project battery limits for any additional power requirements and design accordingly.
- 6.1.29. Prepare a Procurement package plan and Identify Procurement of Long Lead items.
- 6.1.30. Prepare and provide all documentation required to pass Feasibility & Bankable Feasibility Gate review
- 6.1.31. Develop a Bankable Feasibility business case for construction.
- 6.1.32. Undertake design safety reviews of all design deliverables that address the constructability of the works with the Project Manager.
- 6.1.33. Prepare and present design documents to the employer at the following review meetings as a minimum:
 - HAZOP review meetings
 - HAZCON review meetings
- 6.1.34. Source the services of the Construction Health and Safety Agent to assist in the development of the health and safety PLP deliverables, namely:
 - Health and Safety Baseline Report
 - Health and Safety Specifications based on the Baseline Report
 - Occupational Health Baseline Report

- Project Health and Safety Management Plan
- Design for Health and Safety report, considering the implications of the HAZOP 3 study to the designs
- Health and Safety Legal and other requirements register
- Schedule of project health and safety cost estimate/budget

6.1.35. Shall be responsible for the below deliverables through an EAPASA registered Environmental Specialist for the entire scope of the project, namely:

- Environmental Baseline Survey Report
- Environmental Legal and Risk Register
- Environmental and Social Management Plan/Report
- Sustainable Design Report
- Review and update the Project Execution Plan and Project Design Criteria
- Application of Project Permits and Licenses

All documents should be reviewed and approved by a TFR Environmental Specialist. All permits and licenses should be done in close consultation with the TFR Environmental Specialist.

7. List of Drawings / Reports and Reporting

As part of the deliverables the *Consultant* provides all engineering surveys, drawings, designs, reports and documentation in native and pdf format (raw data and final design data) as part of the engineering deliverables. This applies for all PLP phases of the project.

The *Consultant* refers to existing as-built drawings for Signalling, Telecontrol and Telecoms installations to provide the *Works*. The *Employer* provides relevant Transnet as-built drawings (where available) upon request (Form BBB0322 to be submitted to the *Project Manager*).

As a minimum, the *Consultant* provides the following drawings and calculations:

- Signalling Line Plans
- Interface drawings
- Block diagrams and other concept drawings for tender purposes
- Power and space requirements for modifications to Signalling, Telecontrol and Telecoms
- EMC plan as input to RSR submission

The *Consultant* uses Bentley MicroStation V8i or a later version (preferably the CONNECT Edition) to generate and update CAD drawings which have no rasters attached.

The *Consultant* properly links and edits any rasters to CAD drawings using Bentley Descartes (preferably CONNECT Edition). All rasters are in TIF format. Red and yellow works on rasters are done using the TFR prescribed colour mask using packbit compression and 256 colours for the TIF. When drawings are finalised as-built, removed equipment and wiring are erased on the rasters and not hidden.

Each submission of drawings issued by the *Consultant* to the *Employer* is required to be soft copies (PDFs and native files) and hard copies as per TFR drawing specifications. The drawings must be signed off by a professionally registered person, Pr. Eng. or Pr.Tech.

The Employer requires the *Consultant* to arrange and plan for schedule monthly project meetings to give detailed project progress.

Feasibility & Bankable Feasibility requires a detailed study report.

Feasibility & Bankable Feasibility will require detailed approved drawings.

EIA report is required.

8. Applicable Regulations and Standards

All work done as part of this project must take cognisance of and incorporate relevant Transnet norms and standards.

Engineering designs development must be conducted in accordance with the PLP methodology, with an appropriate gate review for Feasibility & Bankable Feasibility phase for all the project stages.

In line with Transnet project requirements. The *Consultant* is required to adhere to but not limited to the documents below in **Table 3** Regulations and Standards:

Table 3. Regulations and Standards

Document Title	Document	Revision – Current revision
NATIONAL or INTERNATIONAL STANDARDS		
Railway Safety Regulations		2014
Standard Method of Testing Roads	TMH1	1986
South African National Building Regulations Act (103)		1977
The National Railway Safety Regulator Act 2002 (Act 16, 2002)		2002
Construction Regulations		2014
Design of Highway Bridges and Culverts in South Africa	TMH7	1989
Railway safety management Part 2-2-1: Technical requirements for engineering and operational standards – Track, civil and electrical infrastructure – Level crossings	SANS 3000-2-2-1	2012
British Soil Classification System (BSCS)	BS 5930	1981
Guidelines for Soil and Rock Logging in Southern Africa, 2 nd Impression 2001 eds. A.B.A Brink and R.N.H. Bruin, Proceedings, Geoterminology The Scope organized by AEG, SAICE & SAIEG		2002
SANS 1200 suite of documents (where applicable)	Code of practice for use with standardised specification of civil engineering	

Document Title	Document	Revision – Current revision
Earthworks	SANS 1200D	
Earthworks (Pipe Trenches)	SANS 1200DB	

TRANSNET FREIGHT RAIL

PROJECT NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEBERHA VIA TRANSNET FREIGHT RAIL'S

Document Title	Document	Revision – Current revision
Earthworks (Roads Sub-grade)	SANS 1200DM	
Earthworks (Railway, Siding)	SANS 1200DB	
Piling	SANS 1200F	
Electrical Safety Instruction	ESI-1999	1999
Concrete (Structural)	SANS 1200F	*
Concrete (Small the Scope)	SANS 1200GA	*
Precast Concrete	SANS 1200GE	*
Structural Steel	SANS 1200H	*
Bedding (Pipes)	SANS 1200LB	*
Storm water Drainage	SANS 1200LE	*
Low Voltage Electrical Supply	IEC 439	*
Isolating Transformers	IEC 742	*
Electrical Plugs and Sockets	IEC 309	*
Structural Use if Concrete	SANS 10100	*
Code of Practice for Wiring of Premises	SANA 10142	*
Electricity Supply –quality of supply	NRS 048-2:2007	Issues 3
Basis of Structural Design (Loading Code)	SANS 10160	*
Structural Use of Steel	SANS 10162	*
Pre-cast concrete box culvert	SANS 986	
The design of foundations for buildings	SANS 10161	
Portland and rapid hardening Portland cement	SANS 1491	
Detailing of steel reinforcement for concrete	SANS 10144	
Welded steel fabric for reinforcement of concrete	SANS 1024	
Construction works: Structural steelwork.	SANS 2001-CS1	
Concrete works (structural).	SANS 2001-CC1	
Strip footings, pad footings and slab-on-the-ground foundations for masonry walling.	SANS 2001-CM2	
Aggregates for concrete	SANS 1083	
Standard Specification for Roads & Bridge The Scope for State Road Authorities (COLTO)	Series 6000	*
Transnet Freight Rail Standards Specifications and Other Documentation		
Civil Engineering, Perway and Geotechnical		
South African Transport Services Bridge Code	SATS Bridge Code	1983
SA Transport Service's Geotechnical Services Handbook		1986
South African Transport Services Engineering Survey Work	SATS E13	1985
BS 5930:1999 - <i>Code of Practice for Site Investigations</i>		1999
SAICE, January 2010 – <i>Site Investigation Code of Practice</i>		2010
SANRAL, 2010 – <i>Standards Specifications for Subsurface Investigations</i>		2010
SANRAL Drainage Manual	Sixth Edition	*
Specification for the Supply of Stone	S406	2006
Specification for Erosion and Scour Control	S411	*
Specification for Sub-surface Drainage and Get-textile Separation Layers	S412	*

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Document Title	Document	Revision – Current revision
Specification for Concrete Work	S420	1999
Specification for No-fines Concrete	S423	1986
Specification for Pre-Cast Drainage Channels	S432	*
South African Storm Rainfall, Department of Water Affairs and Forestry	TR102	*
Regional Maximum Flood Peaks in Southern Africa, Department of Water Affairs (replaced Report TR105)	TR137	*
Storm water Management Best Practice Guidelines	BPG 1	*
Railway Civil Engineering Handbook (Green Book)	Second Edition	1979
Specification for Rail Fastening System	BBF9273	2014
Specification for Level Crossing System	BBG1547	2014
Manual for Track Maintenance	BBB 0481	2012
Specification for Railway Track Work	E 10 1-14	August 1996
Fencing	S13	1986
Specification for Steel Works	S309	1985
OHTE		
3kV DC electrification overhead equipment.	CEE-T-T6E-0004	
25Kv AC electrification Overhead Track Equipment	CEE.0041	1998
Earthing and Bonding Manual for 25kV & 50kA AC Electrification	CEE.0184	1987
Electrical Safety Instructions	ESI-1999	1999
25Kv & 50kA AC Electrification Maintenance Manual	CEE.0184	1987

Document Title	Document	Revision – Current revision
Specification for Work on, over, under or adjacent to electrified lines	E7/1	July 1998
Specification for Track Welding	SSS	1997
Specification for the Supply of Stone	S404	1998
Specification for Railway Earth the Scope	S410	2006
Ballast Graduation Specification	TS 2-18	*
1:20 Set (Spoornet or VAE type): 48kg 1:9 Turnout on Concrete Sleepers with Pandrol Fastenings or Timber sleepers		
1:12 Set (Spoornet or VAE type) : 48kg 1:12 Turnout on Concrete Sleepers with Pandrol Fastenings or Timber sleepers	E7131	Rev 0
1:12 Set (Spoornet or VAE type) : 60kg 1:12 Turnout on Concrete Sleepers with Pandrol Fastenings or Timber sleepers		
1:20 Set (Spoornet or VAE type) : 60kg 1:20 Turnout on Concrete Sleepers with Pandrol Fastenings or Timber sleepers		
Static Inverter	CSE-45D	Dec 1990

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Document Title	Document	Revision – Current revision
Automatic rectifier/ battery charger	CSE-45E	Apr 1988
Power supplies and distribution: requirements and installations	CSE-505/1	Dec 1987
Installation of earthing	CSE-1155-515	June 1996
General requirements for non-vital electronic hardware	CSE-1158-001	Mar 1995
Isolation transformers for signaling power applications	CSE-1163-009	Sept 1997
Stationary enclosed lead-acid cells	CSE-1163-013	Feb 2000
Signaling relay room power supply	CSE-1163-014	Oct 1994
Single phase static UPS 3 to 10kVa	BBC5665	May 2007
3 phase static UPS 10to 125kVa	BBC5666	July 2013
SIGNALLING		
SIGNALS:		
Instruction for LED cluster signals	CSE-1174-005	Sept 1994
Installation of signals	CSE-503B	Jan 1985
Signal number plate	CSE-1158-004	Oct 1995
Route signal light unit	CSE-1174-006	Sep 1994
Power supplies and distribution: requirements and installation	CSE-505/1	Dec 1987
General requirements for non-vital electronic hardware	CSE-1158-001	Mar 1995
Signaling relay room power supply	CSE-1163-014	Oct 1994
Engineering Instruction: Replacement of obsolete filament switching relays	BBH4880	Aug 2021
Engineering Instruction: Replacement of incandescent lamps with LED clusters	BBH4881	Aug 2021
Required operational capability for led signal lamps	BBH3104	Aug 2019
POINTS:		
Manufacturing and ordering of points rodding	CSE-1133-051	Jan 1998
Trailable electric or electro-hydraulic points machine (latest standard)	BBB4628	Sep 2014
Rail mounted points lock	CSE-1162-013	Oct 1994
Crank handle box	CSE-1162-015	May 1995
Points detections	CSE-Z-148-29F Sht 1-3	
Installation of AC Points Machines	CSE-501/2	May 1985
Installation of DC Points Machines	CSE-501/6	Aug 1983
TRACK CIRCUITS:		
Installation of track circuits	CSE-506/2	Jan 1985
Substation Bonding	CSE-1133-054	April 1996
AXLE COUNTERS:		
Installation of axles counters	CSE-507/3	Jan 1985
Axle counter system	CSE-1174-010	Sept 1998
Numbering of Multi-Section Axle Counter Heads, Track Sections and FMs	BBB0321	Jul 1999
ROC for Axle Counter Systems	BBB1875	Aug 2022
INTERLOCKING		
Installation of block control equipment	CSE-511/1	Jan 1985
Installation of relay and Spoorplan interlocking systems	CSE1155-502	Oct 1994
Interlocking	CSE-1174-003	Sep 1994

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Document Title	Document	Revision – Current revision
Preparation of drawings for TFR infrastructure	BBB0041	Sep 2009
Documentation for signals equipment	CSE-1159-001	March 1994
Isolation transformers for signaling power	CSE-1163-009	Sep 1997
Required Operational Capability for TFR Signal Interlocking Systems	BBC0281	Sep 2022
PC Board High Integrity Emergency Functions (HIEF) Axle Counter Reset via CS90 Two Separate Operators (FRINGE)	BBD6287	Jun 2019

Document Title	Document	Revision – Current revision
REMOTE CONTROL		
Centralised traffic control system, office based	CSE-1173-013	Sep 1994
Signaling Remote control system, office based	CSE-1173-014	Sep 1994
Train time recording system, VDU based	CSE-1173-025	Sep 1994
Guideline for CS90 installation documentation	CSE-W- 194	Feb 1998
Installation of the CS90 SYSTEM	CSE-11NA-090	Marc 1998
CS90 Configuration Management	BBD7717	April 2010
TRACKSIDE CABINET AND CABLING		
Outdoor signaling work	CSE-504/7	Jan 1985
Trenching and outdoor cable installation	CSE-516/2	Feb 2016
The use of cables in signaling installations	CSE-1133-105	Mar 1997
PVC insulated metal protected outdoor cables	CSE-1164-001	Mar 1997
PVC insulated multi-core indoor cables	CSE-1164-002	Mar 1997
PVC insulated flame retardant indoor cables	CSE-1164-003	Mar 1997
PVC insulated single-core indoor cables	CSE-1164-005	Mar 1997
Stranded bare copper or PVC insulated outdoor or indoor cable for earth connections	CSE-1164-006	Mar 1997
PVC insulated un-armored cab tyre cable	CSE-1164-007	Nov 1994
Stranded galvanised steel PVC insulated outdoor cable for track jumpering	BBH2131	Nov 2018
Automatic Train Routing System Office Based	CSE-1173-033	May 1997
YARD AUTOMATION		
Technical and Functional Specification for Yard Points Control System	BBC6525	Aug 2022
SIGNALING GENERAL		
Palisade fencing	CEE-TDF-16	
Manufacturing of concrete components	CSE-514/5	Jan 1985
Immunisation in an electrified area	CSE-517/2	Jan 1985
Treatment and coating of signal equipment in corrosive and non-corrosive areas	CSE-1133-052	May 1996
Replacing Effen fuses with trip switches	CSE-1133-103	Jan 1999
Physical Characteristic of the Railway Environment in South Africa	CSE-1154-001	March 2020
Testing of signaling installations	CSE-1155-500	Sep 1994
Preparing of drawings for TFR infrastructure	BBB0041	Sep 2009

TRANSNET FREIGHT RAIL

PROJECT NUMBER: SIC22017CIDB / HOAC_HO_40211

DESCRIPTION OF SERVICES: APPOINTMENT OF AN EPCM CONSULTANT TO CONDUCT A BANKABLE FEASIBILITY STUDY TO ENABLE THE MOVEMENT OF AUTOMOTIVE VOLUMES FROM PRETORIA TO THE PORT OF PORT ELIZABETH IN GQEERHA VIA TRANSNET FREIGHT RAIL'S

Document Title	Document	Revision – Current revision
Document for signals equipment	CSE-1159-001	Marc 1994
Procedure for testing, commissioning and handing over	BBB3609	Mar 2003
Electric siren	CSE-1163-017	Sept 1994
Shunt and siding keys	CSE-1174-004	Sept 1994
Cross for signal not in use	CSE-ZP-41	
Lightning Protection	CSE-Z-148-46f Sht 1-10	*
Earthing and lighting protection of measuring systems	BBB3235	Sep 2002
Earthing and lighting protection of signaling	BBC1040	Aug 2006
Installation of earthing	CSE-518-1	Jun 1983
Drawings, Catalogues, Instruction manuals and Spares lists for Electrical Equipment Supplied Under Contract.	CEE-0224	Jan 2002
Non-Illuminated Train Control Diagram	BBB1454	May 2001
Dragging Equipment Detector (DEDs)	BBB1812	Aug 2020
Technology Implementation Plan for Traffic Control Systems as in 2003	BBB2952	Mar 2003
Technology Implementation Plan for Rail Bound Telecommunication Systems as in 2004	BBB3213	
Documentation for All Disciplines Relating the Design, Supply, Installation, Commissioning and Maintenance of Rail Infrastructure	BBB4237	Aug 2016
Train Working Rules	BBB9100-BBB9115	
E7/1 - SPECIFICATION FOR GENERAL AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT	BBD8210	May 2011
Low-Voltage Power Supply Devices DC 12V Output, for Use in Railway Signalling Applications	BBF3705	May 2012
Low-Voltage Power Supply Devices DC 24V Output, for Use in Railway Signalling Applications	BBF3857	May 2012
Low-Voltage Power Supply Devices, DC 48V Output, for Use in Railway Signalling Applications	BBF3858	May 2012
Low-Voltage Power Supply Devices, AC input, AC to DC Converter with 60V Output, for Use in Railway Signalling Applications	BBF3861	Jun 2012
Low-Voltage Power Supply Devices, AC to DC Converter with 110V Output, for Use in Railway Signalling Applications	BBF3862	Jun 2012
Signalling Equipment Shelter	BBH1869	Aug 2021
Guidelines: Earthing on signalling systems	BBH3950	Sep 2021
Compilation of Rules for Guidance of Technical Staff	CSE-1133-100 Cat.E98	April 1996
Serial Numbers on PC Boards	CSE-1133-108	March 1996
Signalling Standards	CSE-Z-148 series	
Typical Crossing Places with Power Signalling	CSE-Z-665	
Standard Signalling and Points Numbering System	CSE-Z-55S	
Occupational Health, Safety and Environment		
Mine Health and Safety Act (Act 29 of 1996)		1996

Document Title	Document	Revision – Current revision
Occupational Health and Safety Act (Act 85 of 1993)		1993
Explosive Act (Act 26 of 1956)		1956
Mineral Act (Act 50 of 1991)		1991
National Environmental Management Act 107		1998
National Water Act 36		1998
Quality Management System		
Quality Management System requirements	ISO 9001:2015	2015

9. Scope exclusions

The Port of PE (Gqeberha) Terminal upgrade work is excluded from this scope, only rail infrastructure upgrade to be considered for this project.

10. Project Key Deliverables

The project deliverables will be evaluated and measured as per Appendix B for Feasibility & Bankable Feasibility.

The Feasibility & Bankable Feasibility deliverables including Feasibility & Bankable Feasibility report will be a key input towards the Gate Review for project phase approval.

The *Employer* requires a Feasibility & Bankable Feasibility Gate Review approval including a Feasibility & Bankable Feasibility business case approval.

In fulfilling the project objectives, timelines and scope the *Consultant* is required to ensure availability of competent and skilled personnel prior to commencing with any work.

The Feasibility phase key deliverables for Signaling which are the design criteria, design report, line plan design and Works Information will be key inputs towards the gate review for the project phase approval. Before the development of the Line Plan design, the simulation studies must be conducted where the existing loops are extended. There are dependencies between Signalling and other disciplines in the process of developing a line plan. All the design drawings must comply with BBB0041, CEE-0224 and CSE-1159-001 category X48.

For the Bankable phase key deliverables, a site investigation must be undertaken to evaluate the condition on site and then an office research and evaluation of the existing design drawings must be done. If the existing design drawings are used, they should be verified for compliance to safety standards and the *Employer's* requirements and update these design drawings for the *Employer's* review and acceptance. Where needed, these drawings are updated for installation, testing and as-built, including generating any drawings that may be missing before the gate review takes place.

Where necessary, the Factory Acceptance Testing (FAT) of the major Signaling equipment must be done before the equipment can be installed on site.

11. Interfaces / Interdependences

For the Feasibility & Bankable Feasibility scope, the order of the works will be:

1. Feasibility & Bankable Feasibility studies activities.
2. Gate reviews and approval.
3. Business Case Approval – Transnet internal Governance process and Department of Public Enterprises.
4. Interfaces between TFR Engineering and the *Consultant*.

LIST OF APPENDICES

This is the list of appendices issued by the *Employer* before the Contract Date and which apply to this contract.

Note: Some Appendices may contain both Scope of Work and Site Information.

APPENDIX-A	Pre-Feasibility Report
APPENDIX-B	Feasibility & Bankable Feasibility Deliverables
APPENDIX-C	PLP Methodology
APPENDIX-D	Rail Drawings
APPENDIX-E	Watloo Operational Plan
APPENDIX-F	Port Yard Operational Plan
APPENDIX-G	Kaalfontein Operational Plan
APPENDIX-H	Rail Operation Plan
APPENDIX-I	Rail Yard and Port Simulation Report



Transnet Freight Rail
A Division of Transnet SOC Ltd
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Part C4: Site Information

Document reference	Title	No of pages
C4.1	Site Information	7
	Total number of pages	7



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Part C 4.1: Site Information

Contents

1.1	General description.....	3
1.1	General description.....	2
2.	Location of the site and access	3



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1 Description of the Site and its surroundings

1.1 General description

- a. Transnet Freight Rail has The Ukuvuselela project objective is to deliver the Ford Motor Company Southern Africa (FMCSA) volume forecast demands for future Fully Built-up Units (FBUs) and to deliver the required rail capacity via the SouthCor from Watloo and Kaalfontein in Gauteng to the Port of Port Elizabeth (PoPE) in Gqeberha by 2026.
- b. The drive to increase rail traffic for automotive along the SouthCor route is a direct result of the expansion plans of FMCSA. FMCSA is in the process of increasing their exports from 58,150 FBU's in 2021/22 to 136,290 FBU's in 2023/24, then to a total of 151,141 FBU's by 2029/30. This is a near three-fold increase from the current volumes for Ford. Ford currently requires one 40 wagon train per day on average. This will increase to 3 trains with 50 wagons per day by 2026.

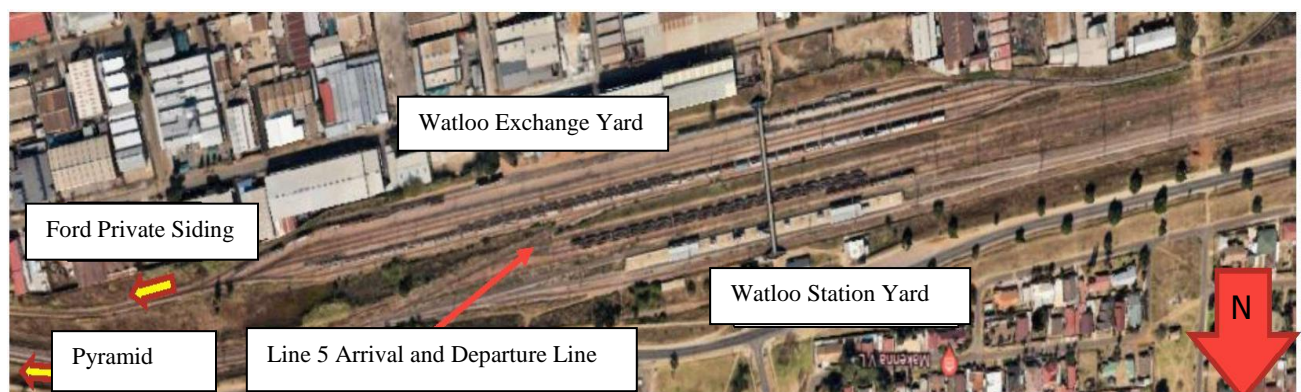
2. Location of the site and access

The location of this project spans 3 Provinces: Gauteng, Orange Free State and the Eastern Cape. The site of the proposed service is broken down as per the following locations:

- Watloo Yard (Gauteng)
- Kaalfontein Yard (Gauteng)
- Main line loop extensions.
 - Bloemfontein to Noupoot
 - Noupoot to Port of Port Elizabeth (Gqeberha)
- Port of Port Elizabeth Yard and Siding (Gqeberha)

Watloo Rail Yard

Figure 1: Satellite View of Watloo Rail Yard





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Kaalfontein Rail Yard

Figure 2: Satellite View of Kaalfontein Rail Yard



Mainline Loop Extensions - Bloemfontein to Port of PE (Gqeberha)

This Project extends over the automotive logistic supply chain for FMCSA and extends from the FMCSA rail siding in Silverton, into the Waterloo rail yard where trains are made up and moved into the Gauteng Freight Ring to Vereeniging where it enters the Cape Corridor as shown in the **Figure 3** below.

Figure 3: Gauteng Freight Ring showing the rail network from Waterloo rail yard to the Vereeniging

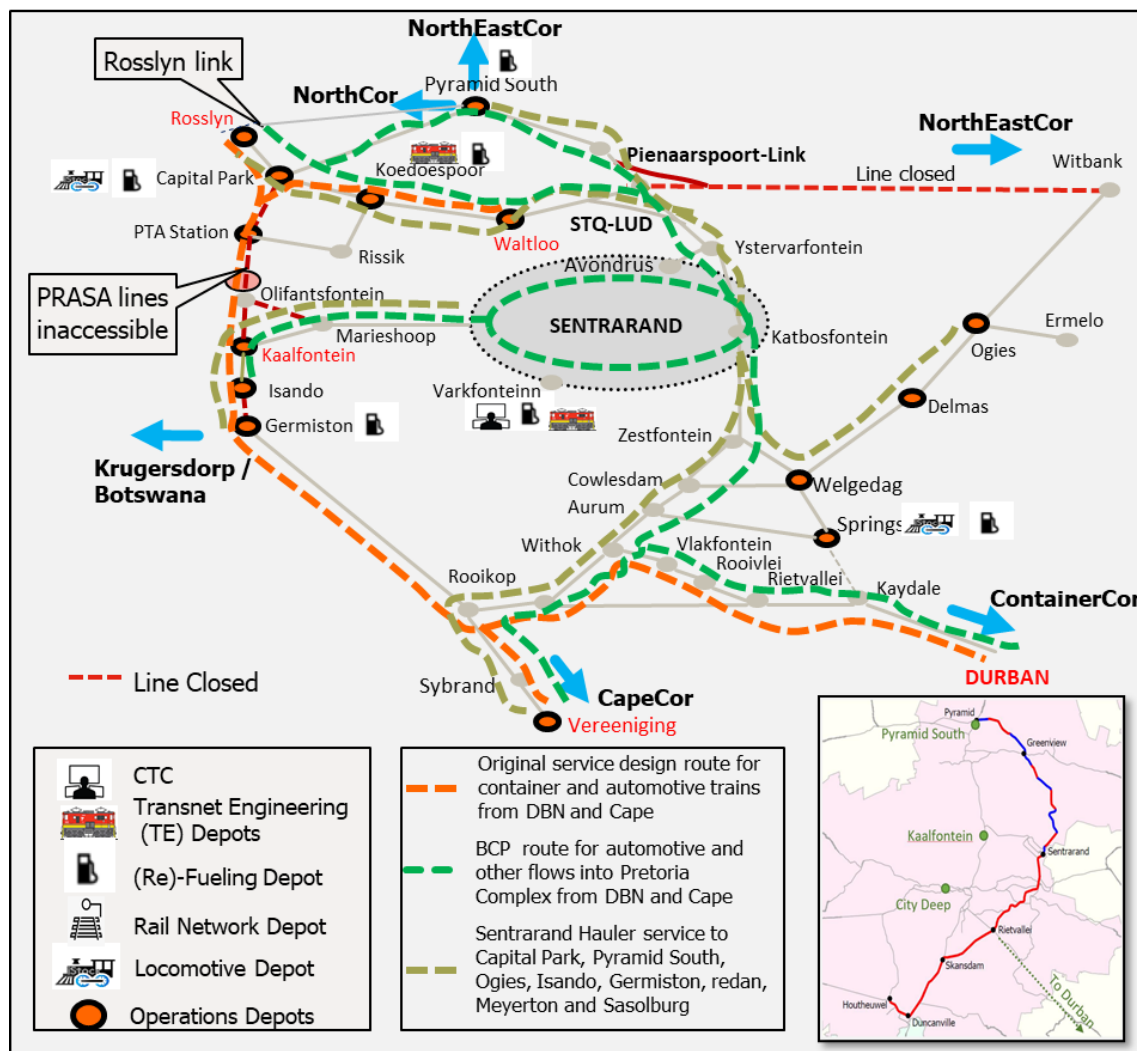


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The Cape Corridor commences at Vereeniging and the rail route moves toward Bloemfontein until Noupoot. At Noupoot the rail line from Kimberley via De Aar connects into the Cape Corridor and then extends to the Ports of Port Elizabeth and Port of Ngqura as indicated in the figure below:

Figure 4: Cape Corridor Rail Network highlighting the SouthCor portion of the network that forms part of the scope of the project.

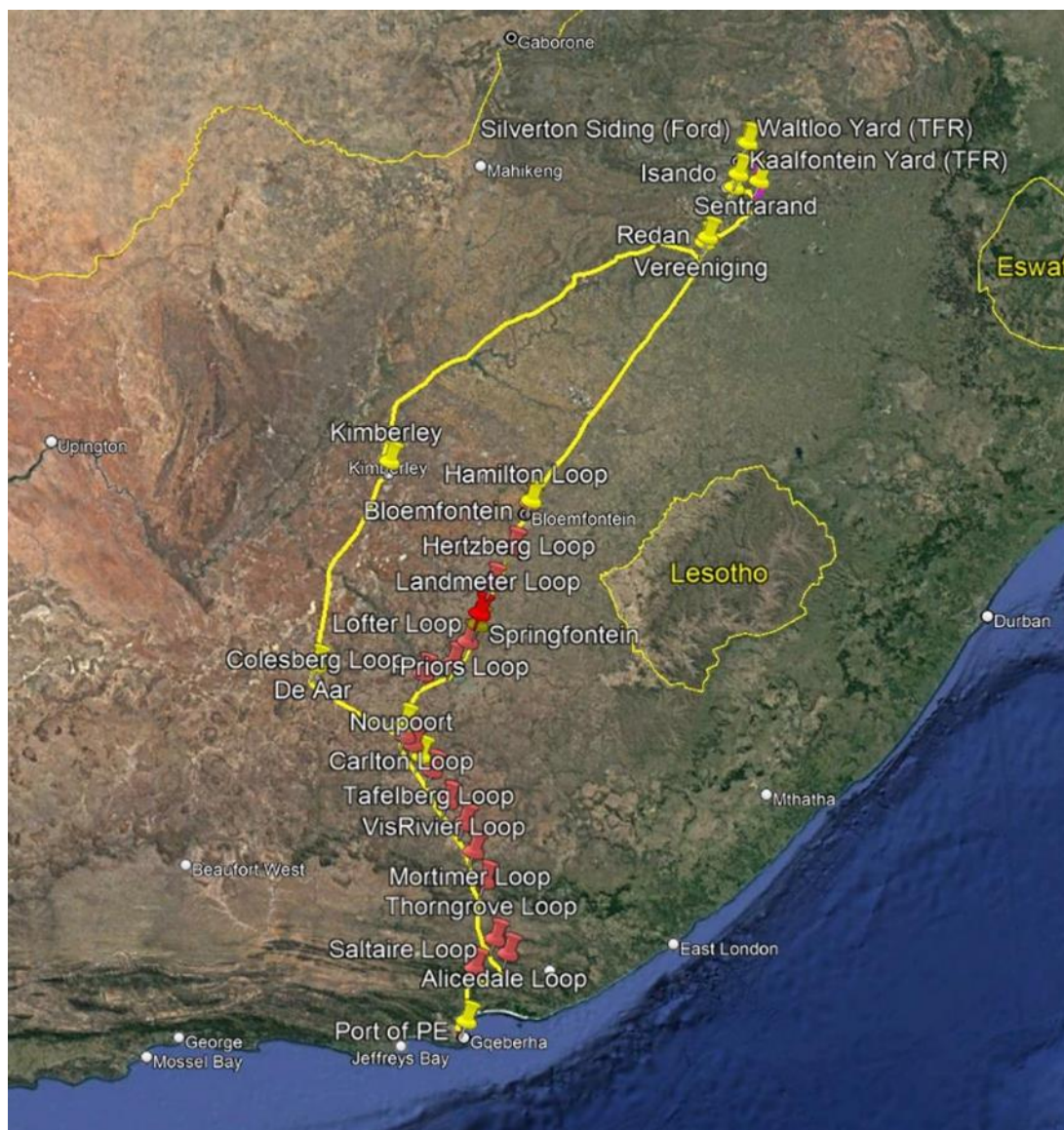


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The Port of Port Elizabeth

The Port of Port Elizabeth is a geographically well-positioned, customer-centric, multi-cargo port that prides itself on flexibility and service excellence. It is the gateway for expanding markets and is not only linked with the rest of the world, but it also has direct transport links into the heart of the African continent. Situated in Algoa Bay, on the south-eastern coast of Africa, The port has a container terminal, one of only five (Durban, East London, Ngqura, Port Elizabeth and Cape Town) in South Africa.

Being a congestion free port allows it to maintain high cargo handling rates, fast and efficient ship turnaround and unparalleled service levels. The port is equipped to handle dry bulk, bulk liquid, general cargo and



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container cargo. Passenger ships usually make use of one of the fruit terminal berths when calling at Port Elizabeth.

The port's container terminal has three berths totalling 925m in length and a storage area of 22 hectares with 5400 ground slots for stacking purposes. The container terminal is equipped with the latest generation gantry container cranes and straddle carriers.

The break-bulk terminal has six berths totalling 1170m, two bulk berths totalling 360m and a tanker berth of 242m. The tug, fishery and trawler jetties measure 120m, 165m and 136m respectively.

The motor industry has long been an important industrial activity for the Eastern Cape and the port plays a leading role in this regard and boasts a large open area car terminal.

The location is Latitude 34 ° 01' S (3357, 5 S), Longitude 25 ° 42'E (2538, 5 E).

The Southcor rail network extends from Waltloo through and via Leeuhoff, Bloemfontein, Springfontein, Noupoot to the Port of port Elizabeth