

Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE SPILL DAM,
EFFLUENT SYSTEM, PAVING AND ASSOCIATED INFRASTRUCTURE AT TPL
WALTLOO DEPOT**

RFP NUMBER	: TPL/2022/05/0145/3484/RFP
ISSUE DATE	: 23 August 2022
COMPULSORY BRIEFING	: 01 September 2022
CLOSING DATE	: 20 September 2022
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	The provision of Construction Services for the Spill Dam, Effluent System, Paving and Associated Infrastructure at TPL Waltloo Depot
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za FREE OF CHARGE.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net FREE OF CHARGE. To access the Transnet e-Tender portal, refer to paragraph 2 below for detailed steps)</p>
TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at TPL Waltloo Depot on the 01 September 2022, at 11:00am [11 O'clock] for a period of \pm 4 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p>

	Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on 20 September 2022 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

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://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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.

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.

Note to the tenderers:

Bidders are required to ensure that electronic bid submissions are done hours 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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, **Breach of Law** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 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 Bill of Quantities Part C3: Scope of work C3.1 Works Information Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is: Name: Procurement Manager Hlekane Maringa

Address: 202 Anton Lembede Street, Durban
Tel No. 031 361 1237
E – mail Hlekane.maringa@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

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

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

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 1, 2, 3 and 4 are eligible to have their tenders evaluated.

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

3. Stage Three - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **6CE or higher** class of construction works, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not **lower than one level below** the required grading designation in the class of construction works under consideration and possesses the required recognition status; and

3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6CE or higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

4. Stage Four - Eligibility with regards to Professional Registration

Only those tenderers who their Construction Manager are registered with SACPCMP as Pr. CM and only those tenderers who their Safety Manager/Officer are registered SACPCMP as CHSO or CHSM, are eligible to have their tenders evaluated.

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

5. Stage Five - Local Production and Content in terms of the Preferential Procurement Regulations, 2017

5.1 Compulsory Local Content Threshold

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

5.1.1 Local Content Threshold

A Local Content threshold will be required for the goods specified in SBD 6.2, to be manufactured or sourced from South African based manufacturers by a successful Respondent.

Designated sectors identified:

- Cement – (all kinds) – **100%**
- Steel components for construction – **100%**
- Valve Products and Actuators – **70%**
- Electric Cable Products – **90%**

Only locally produced or locally manufactured products with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the DTIC to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The DTIC, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

5.2 Local Content Notes

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

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

Where

x is the imported content in Rand

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

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

- 5.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content

Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.the dti.gov.za/industrial_development/ip.jsp at no cost.

- 5.2.5 The rates of exchange quoted by the tenderer in **paragraph 4.1** of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 5.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted a the closing date and time of the bid;
- 5.2.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 5.2.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

5.3 Mandatory RFP Annexures

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

Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]

Annexure C – Local Content Declaration: Summary Schedule

Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.

To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid

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

5.4 Challenges meeting the Local Content Threshold

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

5.5 Exchange Rate Verification

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

5.6 Local Content Obligations

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

6. Stage Six – Functionality/Technical Evaluation

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 **70** 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 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 non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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:

C2.15.1

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 **20th of September 2022**
Location: The Transnet e-Tender Submission Portal: www.transnet.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;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for **Functionality (Desktop)** is **70**

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:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<p>T2.2-05 Programme Tenderer to provide his proposed programme in accordance to the project specifications.</p> <p>Schedule should be developed on preferably Primavera P6 but MS Project can also be accepted should Primavera not be an available software for the tenderer.</p> <p>A narrative supporting document is a requirement clearly outlining the process followed in developing the schedule in a form of a basis of schedule.</p>	<p>The following information is required as a minimum on a programme submitted for evaluation:</p> <p>Level 4 detail Programme, correctly structured as per Works Information.</p> <p>Adequately showing the full Scope of Work including appropriate sequence of works and programme logic.</p> <p>Realistic durations backed with anticipated production rates and Equipment required.</p> <p>Earliest date achievable for the Completion of the whole of the works and any Sectional Completion dates, if required and all milestones to be clearly shown.</p> <p>Includes duration of all preliminary works required prior to mobilising on Site including documentation preparation (starting from contract Award Date) and all approval periods by the client.</p> <p>Includes anticipated Site mobilisation date.</p> <p>Includes Contractor's</p>	<p>10</p>	<p>10</p>

	<p>Subcontractors duration on Site.</p> <p>Includes all resources required to execute the project.</p> <p>An indication must be given of where the project float is.</p> <p>No negative or positive lags must be used in the development of the schedule.</p>		
<p>T2.2-06 Project Specific Organisational Chart Tenderers are required to provide a Project Specific Organisational Chart with key resources</p>	<ul style="list-style-type: none"> - Key Resources - Project Manager - Construction Manager - Planner - Health & Safety Manager/ Officer - Environmental Officer - Quality Assurance - Site Supervision - Artisans 	10	10
<p>T2.2-07 Management & CVs of Key Persons Describe the management arrangements for the works. Submit the following documents as a minimum with your tender document:</p> <p>Copies of all qualifications, proof of attendance for training courses and registration certificates must have been certified by a Commissioner of Oath within the last three months and must be appended to the tender</p> <p>Provide the CVs of Project Manager, Construction Manager, Safety Officer</p>	Project Manager Experience	8	35
	Project Manager Qualifications	12	
	Construction Managers	10	
	Safety Manager/Officer	5	
<p>T2.2-08 Health and Safety Requirements</p>	<p>Submit the following documents as a minimum with your tender:</p> <ol style="list-style-type: none"> 1. Valid Letter of good standing with insurance body. 2. Signed statement acknowledging receiving and making budget 	10	10

	<ul style="list-style-type: none"> provision for SHE requirements. 3. Safety, Health & Environmental Policies. 4. Six months synopsis (summary) of SHE incidents, description, type and action taken. 5. Roles and responsibilities of all legal appointees. 6. Roles and responsibilities of Safety Officer. 7. Overview of tenderers SHE system for the project. 8. Overview of tenderers risk assessment (RA) process and examples specific to the project. 9. Construction Safety File (Index) 10. List of job categories to be used for project and together with competencies available for each category. 		
<p>T2.2-09 Previous Experience Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:</p> <p>A list of past / current comparable projects.</p> <p>Construction of similar works as detailed in the Works Information with reference to Civil works</p>	<ul style="list-style-type: none"> 1. Contractors are required to demonstrate their experience with regards to executing projects of similar nature within similar environment. They shall supply a sufficiently detailed list of projects, indicating the following: <ul style="list-style-type: none"> a) Title of project. b) Name of client. c) Brief description of the scope of works included in the project. d) Start and end dates of project. e) Cost of project i.e. construction. f) Name and contact details of client representative. 2. The scoring of this criterion will be based on the number of relevant successfully completed projects as well as the project values 	25	25
<p>T2.2-10 Method Statement</p>	<p>The method statement should include the following aspects:</p>	10	10

<p>The method statement must clearly indicate understanding of project as defined in the Works Information</p> <p>Key risk elements and how they will be managed must be indicated</p> <p>Demonstrate the roles and responsibilities of critical resources including sub-contractors and how they will work as a team to achieve the project scope or deliverables.</p>	<ol style="list-style-type: none"> 1. Detail the technical approach and management 2. Demonstrate an understanding of the project deliverables and restrictions. 3. Proposed appointment of sub-contractors. 4. Key foreseeable project risks must be identified, as well as proposed measures to manage and mitigate such risks. 5. The method statement must reflect a good appreciation of safety related matters and integration of safety in the designs and execution of the project. 6. Detail the proposed quality plan and the management thereof. 7. Method statement to indicate hold points for inspections and approvals. 		
<p>Maximum possible score for Functionality</p>			<p>100</p>

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

- T2.2-05 Programme
- T2.2-06 Project Organogram
- T2.2-07 Management & CVs of Key Persons
- T2.2-08 Health and Safety Requirements
- T2.2-09 Previous Experience
- T2.2-10 Method Statement

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

Note: Any tender not complying with the above mentioned 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.

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

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

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

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered



TRANSNET PIPELINES

TENDER NUMBER: TPL/2022/05/0145/3484/RFP

DESCRIPTION OF THE WORKS: THE PROVISION OF CONSTRUCTION SERVICES FOR THE SPILL DAM, EFFLUENT SYSTEM, PAVING AND ASSOCIATED INFRASTRUCTURE AT TPL WALTLOO DEPOT

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 Eligibility Criteria: Compulsory Clarification Meeting
- T2.2-02 Eligibility Criteria: Local Production and Content
- T2.2-03 Eligibility Criteria: CIDB Registration
- T2.2-04 (a) Eligibility Criteria: Construction Manager: Registered with SACPCMP as Pr. CM
- T2.2-04 (b) Eligibility Criteria: Safety Manager: Registered with SACPCMP as CHSO or CHSM

2.1.2 Stage Two: These schedules will be utilised for Functionality evaluation purposes

- T2.2-05 Evaluation Schedule: Programme
- T2.2-06 Evaluation Schedule: Project Specific Organisational Chart
- T2.2-07 Evaluation Schedule: Management & CV's of Key Persons
- T2.2-08 Evaluation Schedule: Health and Safety Management Plan
- T2.2-09 Evaluation Schedule: Previous experience
- T2.2-10 Evaluation Schedule: Method Statement

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
- T2.2-15 Availability of equipment and other resources
- T2.2-16 Site Establishment requirements
- T2.2-17 Schedule of Proposed Subcontractors
- T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-19 Job-Creation Schedule

Agreement and Commitment by Tenderer:

- T2.2-20 Non-Disclosure Agreement
- T2.2-21 RFP Declaration Form
- T2.2-22 RFP – Breach of Law
- T2.2-23 Certificate of Acquaintance with Tender Document
- T2.2-24 Service Provider Integrity Pact



T2.2-25 Supplier Code of Conduct

T2.2-26 Protection of Personal Information

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-27 Insurance provided by the Contractor

T2.2-28 Form of Intent to provide a Performance Guarantee

T2.2-29 Three (3) years audited financial statements

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 Bill of Quantities



Compulsory Returnable

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

	(Company Name)
Represented by:	(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name	Signature
Capacity	

Attendance of the above company at the meeting was confirmed:

Name	Signature
For and on Behalf of the <i>Employers Agent.</i>	Date

Compulsory Returnable

SBD 6.2
T2.2-02: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Cement – (all kinds)	100%
• Steel components for construction	100%
• Valve Products and Actuators	70%
• Electric Cable Products	90%

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: TRANSNET PIPELINES ON BEHALF OF TRANSNET SOC LTD

NB

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

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

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

Price of the Designated commodity Cement – (all kinds) Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Steel components for construction Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Valve Products and Actuators Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	
Price of the Designated commodity Electric Cable Products Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry (“DTI”) to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer’s* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty (“Non-compliance Penalty”) to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period (“the Local Content Retention Amount”). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

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

Payment of Non-compliance Penalties:

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

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

Compulsory Returnable

T2.2-03: Eligibility Criteria - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6CE** or high class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of **not lower than one level one level below** the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6CE** or high class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.



T2.2-04 -a Eligibility Criteria

Compulsory Returnable

Proof of Construction Manager registered with SACPCMP as Pr. CM.

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Note: Tenderers without a copy of a valid certificate to proof the professional registration will be disqualified.



Compulsory Returnable

T2.2-04-b Eligibility Criteria

Proof of Safety Manager/Officer registered SACPCMP as CHSO or CHSM.

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Note: Tenderers without a copy of a valid certificate to proof the professional registration will be disqualified.

T2.2-05: Evaluation Schedule: Programme: Quality (Functionality) Criteria

Programme

Tenderer to provide his proposed programme showing the following in accordance to the specific project tendered for:

1. The following information is required as a minimum on a programme submitted for evaluation:
 - Level 4 detail Programme, correctly structured as per Works Information.
 - Adequately showing the full Scope of Work including appropriate sequence of works and programme logic.
 - Realistic durations backed with anticipated production rates and Equipment required.
 - Earliest date achievable for the Completion of the whole of the *works* and any Sectional Completion dates, if required and all milestones to be clearly shown.
 - Includes duration of all preliminary works required prior to mobilising on Site including documentation preparation (starting from contract Award Date) and all approval periods by the client.
 - Includes anticipated Site mobilisation date.
 - Includes *Contractor's* Subcontractors duration on Site.
 - Includes all resources required to execute the project.
 - An indication must be given of where the project float is.
 - No negative or positive lags must be used in the development of the schedule.
2. A narrative supporting document is a requirement clearly outlining the process followed in developing the schedule in a form of a basis of schedule.
3. Schedule should be developed on preferably Primavera P6 but MS Project can also be accepted should Primavera not be an available software for the tenderer.

Score 0	Submitted no information or inadequate information to determine scoring.
Score 20	The schedule is vague and the plan is weak in important areas
Score 40	The schedule is inconsistent with the timing of the most important project deliverables. There is insufficient breakdown of tasks.
Score 60	The schedule is complete and detailed (representing all disciplines involved), complies with Level 2 requirements, Satisfactory the technical level and composition of the schedule is adequate and is consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.
Score 80	Good Besides meeting the "Satisfactory" rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The programme is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.



Score 100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The programme details ways to improve the project outcomes and the quality of the outputs.
------------------	--

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

that the contents of this schedule are within my personal knowledge and are to the best of my belief both true

and correct.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

T2.2-06: Evaluation Schedule: Project Specific Organisational Chart

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data.
2. Tenderers are required to provide a Project Specific Organisational Chart with key resources indicating the following information:
 - Project Manager
 - Construction Manager
 - Planner
 - Health & Safety Manager/Officer
 - Environmental Officer
 - Quality Assurance
 - Site Supervision
 - Artisans

The scoring of the Project Organogram will be as follow:

Key scoring on the Organisational Structure.

Criteria/ Minimum Score	Weighting	Sub - Criteria
Organisational Structure.	0	The tenderer has submitted an Organogram with inadequate information to determine a score.
	20	Organisational chart reflects some key resources to undertake some key services.
	40	Organisational chart reflects key resources only required to undertake Construction Management and administration work.
	60	Organisational chart reflects key resources only required to undertake Construction Management, administration services, Environmental Services and one of the other services.
	80	Organisational chart reflects key resources only required to undertake Construction Management, administration services, Environmental services, and any two of the other services.
	100	Organisational chart reflects all key resources required to undertake Procurement, Construction Management, administration services, Environmental Services, Health & Safety Management and Quality Assurance Management.

T2.2-07: Evaluation Schedule: Management & CV's of Key Persons – ECC'

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

1. Provide CVs with copies of qualifications and registration of personnel within company management.
2. Provide the CVs of Project Manager, Construction Manager and Safety Officer with copies of qualifications and personnel conducting on-site work, demonstrating that qualified and experienced personnel are available and will be assigned to this contract.
3. Submit evidence (Registrations, Certificates and Qualifications) of experience and qualifications.
4. Copies of all qualifications, proof of attendance for training courses and registration certificates must have been certified by a Commissioner of Oath within the last three months and must be appended to the tender.
5. Detailed CV's providing the following:
 - The roles and responsibilities for the *works* of each resource should be clearly stated.
 - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
 - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project Manager	
Construction Manager	
Safety Manager / Officer	

The scoring of the Management & CV's of key persons will be as follows:

Project Manager – Experience

	Weighting	Sub - Criteria
Project Manager	0	CV submitted has irrelevant experience or less than 3 years' experience of multi-disciplinary project management in the petrochemical industry
	20	At least 3 but less than 5 years' experience of multi-disciplinary project management in the petrochemical industry
	40	At least 5 but less than 10 years' experience of multi-disciplinary project management in the petrochemical industry
	60	At least 10 but less than 12 years' experience of multi-disciplinary project management in the petrochemical industry.
	80	At least 12 but less than 15 years' experience of multi-disciplinary project management in the petrochemical industry.
	100	At least 15 or more years' experience of multi-disciplinary project management in the petrochemical industry

Project Manager - Qualification + Registration

	Weighting	Sub - Criteria
Project Manager	0	No relevant qualifications provided.
	20	Accredited qualification equivalent to Level NQF 5 or less in the Built Environment field of study.
	40	Accredited National Diploma in the Built Environment / Engineering field of study.
	60	Accredited BSc or B-Tech qualification in the Built Environment / Engineering field of study
	80	Accredited Honours qualification in the Built Environment / Engineering field of study
	100	Accredited MSc qualification in the Built Environment / Engineering field of study

Construction Manager- Experience

	Weighting	Sub - Criteria	Score
Construction Manager	0	CV submitted has irrelevant experience or less than 5 years' experience in construction management on multi-disciplinary projects in petrochemical industry.	0
	20	At least 5 but less than 7 years' experience in construction management on multi-disciplinary projects in petrochemical industry.	2

	40	At least 7 but less than 9 years' experience in construction management on multi-disciplinary projects in petrochemical industry.	4
	60	At least 9 but less than 12 years' experience in construction management on multi-disciplinary projects in petrochemical industry.	6
	80	At least 12 but less than 15 years' experience in construction management on multi-disciplinary projects in petrochemical industry.	8
	100	At least 15 or more years' experience in construction management on multi-disciplinary projects in petrochemical industry.	10

Safety Officer - Experience

Criteria/ Minimum Score	Weighting	Sub - Criteria
Construction Manager	0	CV submitted has irrelevant experience or less than 3 years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.
	20	At least 3 but less than 5 years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.
	40	At least 5 but less than 7 years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.
	60	At least 7 but less than 9 years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.
	80	At least 9 but less than 11 years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.
	100	At least 11 or more years' experience in health and safety experience on multi-disciplinary projects in petrochemical or construction industries.

T2.2-08: Evaluation Schedule: Health and Safety Management

The tenderer must submit the following documents as a minimum with the tender submission:

- A. Contract specific Health & Safety plan including the following:
- 1) Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV).
 - 2) Signed statement acknowledging budget provision for SHE requirements for this project.
 - 3) Safety, Health & Environmental Company Policy signed by the accounting officer. Indicating as minimum the following five elements -
 - i. Commitment to Safety, prevention of pollution,
 - ii. Continual improvement,
 - iii. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - iv. Hold management accountable for development of the safety systems
 - v. Include objectives and targets.
 - 4) 24-months synopsis of SHE incidents, description, type and action taken.
 - 5) Overview of Tenderer's SHE system for this project including a project specific Safety Method Statement.
 - 6) Construction Safety File (Index).
 - 7) Roles and responsibilities of legal appointees including Safety Officer role and responsibility.
 - 8) Overview of RA process and project specific baseline risk assessment example.
 - 9) Overview of selection process of sub-contractors.
 - 10) Site Establishment plan indicating the contractor's interpretation of the minimum legal compliance

The scoring of the Health and Safety Plan will be as follow:

Criteria/ Minimum Score	Weighting	Sub - Criteria
Health and Safety Requirements	0	The tenderer has submitted inadequate information to achieve a score
	20	The submission addresses at least 4 items listed in the returnable. Information supplied is inadequate to achieve the required standard of service.

	40	The submission addresses at least 6 items listed in the returnable, however the evidence given that the stated employer's requirements will be met is adequate.
	60	The submission addresses at least 8 items listed in the returnable, however the evidence given that the stated employer's requirements will be met is good.
	80	The submission address all items required. The tenderers record demonstrates efficient safety monitoring and control and appropriate handling of incidents as well as demonstrates real understanding and evidence of ability to meet stated employer's requirements.
	100	The submission address all items required. The tenderers records demonstrate efficient safety monitoring and control, highly efficient and proactive handling of incidents as well as demonstrates real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

T2.2-09: Evaluation Schedule: Previous Experience

Note to tenderers

1. *Contractors* are required to demonstrate their experience with regards to executing projects of similar nature within similar environment. They shall supply a sufficiently detailed list of projects, indicating the following:
 - a) Title of project.
 - b) Name of client.
 - c) Brief description of the scope of works included in the project.
 - d) Start and end dates of project.
 - e) Cost of project i.e. construction.
 - f) Name and contact details of client representative.

2. The scoring of this criterion will be based on the number of relevant successfully completed projects as well as the project values.

	Weighting	Sub - Criteria
Number of completed projects	0	Information insufficient to determine score
	20	The Tenderer has completed 1 multi-disciplinary petrochemical projects over the past 10 years.
	40	The Tenderer has completed 2 multi-disciplinary petrochemical projects over the past 10 years.
	60	The Tenderer has completed 3 to 4 multi-disciplinary petrochemical projects over the past 10 years.
	80	The Tenderer has completed 5 to 8 multi-disciplinary petrochemical projects over the past 10 years.
	100	The Tenderer has completed 8 or more multi-disciplinary petrochemical projects over the past 10 years.

T2.2-10: Evaluation Schedule: Method Statement

Note to tenderers:

The Tenderer must provide an overall method statement with full details on how the works will be executed.

The method statement should include the following aspects:

1. Detail the technical approach and management
2. Demonstrate an understanding of the project deliverables and restrictions.
3. Proposed appointment of sub-contractors.
4. Key foreseeable project risks must be identified, as well as proposed measures to manage and mitigate such risks.
5. The method statement must reflect a good appreciation of safety related matters and integration of safety in the designs and execution of the project.
6. Detail the proposed quality plan and the management thereof.
7. Method statement to indicate hold points for inspections and approvals.

Provide sufficient information to demonstrate an understanding of the works

Criteria/ Minimum Score	Weighting	Sub - Criteria
Method Statement or Company's Proposal	0	Method statement indicates lack of understanding of the scope
	20	The method statement indicates an incorrect interpretation of the scope
	40	The method statement reflects a generic understanding of scope and only indicates in a logical sequence how the project must be executed.
	60	The method statement reflects a fair understanding of scope although not detailed but is in a logical sequence showing how the project must be executed.
	80	The method statement reflects a good understanding of scope and in a logical sequence shows how the project must be executed. It indicates how preparatory work and procurement will be done and it is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.
	100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs. Key risk elements and restrictions on the project have been addressed.



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 _____
 _____, 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

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



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:

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

T2.2-17: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the *Conditions of Contract*.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>						

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>						
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work



% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>					

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>						

T2.2-18: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.



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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise name	

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.



SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.



SBD 4

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:



SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE

status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]

EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]



8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other



- side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁶ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

Signature

Date

Position

Name of bidder

T2.2-19: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Insert additional tables for each year of the contract period:

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-20 NON-DISCLOSURE AGREEMENT

[..... 2020]



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 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



T2.2-21: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with



Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

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.
8. We have acquainted ourselves and agree with the content of "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- 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 Tenderer 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 Tenderer 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 Tenderers 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 tenderer on its List of Excluded Bidders.



T2.2-22: 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 TENDER

T2.2-23 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

T2.2-24 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that 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 to 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

T2.2-25 : 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

T2.2-26 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 ...
(Tenderer/Contractor) 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	
------------	--	-----------	--

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/infocreg/>, 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: _____

.....**(Tenderer/Contractor)**

(Operator)

Authorised signatory for and on behalf**(Tenderer/Contractor)** who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-27: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.00			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



T2.2-28: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

.....

Address

.....

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of
tenderer)

.....

.....

Date

.....

Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor
(Bank/insurer)

.....

Date

.....



T2.2-29: 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:

.....

.....

.....

.....

.....

.....

.....

.....

C1.1: Form of Offer & Acceptance

Offer

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

THE PROVISION OF CONSTRUCTION SERVICES FOR THE SPILL DAM, EFFLUENT SYSTEM, PAVING AND ASSOCIATED INFRASTRUCTURE AT TPL WALTLOO DEPOT

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

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

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 *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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 <i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness
Date

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	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: 138 Eloff Street Braamfontein JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001

10.1	The <i>Project Manager</i> is: (Name)	Siboniso Shange
	Address	202 Anton Lembede Street Durban 4000
	Tel	031 361 1172
	e-mail	siboniso.shnage@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Mike Swart
	Address	42 Main Reef Road Johannesburg
	Tel No.	011 356 2720
	e-mail	mike.swart@transnet.net
11.2(13)	The <i>works</i> are	The provision of Construction Services for the Spill Dam, Effluent System, Paving and Associated Infrastructure at TPL Waltloo Depot
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
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 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Anticipated - 15 September 2023
30.1	The <i>access dates</i> are	Part of the Site Date 1 The whole of the site On Start date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.

31.2	The <i>starting date</i> is	15 January 2023
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p>

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

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **The closest weather station to the Contractor's Site establishment area**

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability

3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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

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

The *Contractor* provides these additional Insurances

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

-
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
 - 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
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84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree 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 will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R2 500 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

X18 Limitation of liability

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

Z *Additional conditions of*
contract are:

Z1 Local Production and Content
Obligations

- Z1.1** **In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Cement – (all kinds) and 2 Steel products and components for construction.**

Z1.2

The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

Z1.3

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z1.4

The *Contractor* must refer to Schedule A attached to the Returnable Schedule **T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.**

Z1.5

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

Z2 Obligations in respect of Job Creation

Z2.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-19.

Z2.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-19 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

Z2.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in **Returnable Schedule T.2.2-19** The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

**Z3 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z3.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

**Z4 Additional clauses relating to
Joint Venture**

Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

constituents to provide the Works.

- **Financial requirements for the Joint Venture:**

iv. **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;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z4.2

Insert additional core clause 27.6

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

Z5 Additional obligations in respect of Termination

Z5.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

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

Z5.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the Employer to Conduct Vetting through SSA	
Z6.1		The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:
		1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
		2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
		3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z7	Additional Clause Relating to Collusion in the Construction Industry	
Z7.1		The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z8 Protection of Personal
 Information Act**

Z8.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 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>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	Project Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	Construction Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	

	Job	Safety Manager/Officer		
	Responsibilities:			
	Qualifications:			
	Experience:			
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SSSC	The percentage for design overheads is	%	
63 in SSSC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

CONTRACT NO. : 19208
 CONTRACT : CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS
 SPILL BASIN
 CLIENT : TRANSNET PIPELINES

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	
B	DEMOLITION WORKS	
C	CIVIL WORKS - SPILL BASIN	
D	CIVIL WORKS - EXTERNAL PAVING	
E	CIVIL WORKS - DRAINAGE	
F	STRUCTURAL STEELWORK	
G	MECHANICAL WORKS	
H	SEPERATOR REFURBISHMENT & INSTALLATION	
SUB TOTAL EXCL. VAT		
VAT AT 15%		
GRAND TOTAL TO TENDER		

19208		TRANSNET PIPELINES				
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1	PSA	FIXED CHARGE ITEMS				
A1.1	PSA 1	Contractual requirements	Sum	1.00		
A1.2	8.3.2.1	Facilities for the Engineer				
		Furnished offices (3m x 4m)	No.	1.00		
		Meeting room (4m x 6m)	No.	1.00		
		Kitchen	No.	1.00		
	8.3.2.2	Facilities for the Contractor				
A1.3		Office and storage sheds	Sum	1.00		
	PSA 3	Ablution and latrine facilities	Sum	1.00		
		Tools and equipment	Sum	1.00		
		Non-sparking tools	Sum	1.00		
	PSA 4	Water supplies, power and communications	Sum	1.00		
	PSA 7	Camp area	Sum	1.00		
		Dealing with water	Sum	1.00		
		Other fixed time obligations	Sum	1.00		
A1.4		Remove Contractor's site establishment on completion	Sum	1.00		
A1.5		TIME RELATED ITEMS				
A2	8.4.1	Contractual requirements	Sum	1.00		
A2.1	8.4.2.1	Facilities for the Engineer				
A2.2		Furnished offices (3m x 4m)	No.	1.00		
		Meeting room (4m x 6m)	No.	1.00		
		Kitchen	No.	1.00		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM	PAY REF	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
	SABS	DESCRIPTION				
	1200 A	SECTION A : PRELIMINARY AND GENERAL				
		BROUGHT FORWARD				
A2.3	8.4.2.2	Facilities for the Contractor (Operation and Maintenance)				
		Office and storage sheds	Sum	1		
	PSA 3	Ablution and latrine facilities	Sum	1		
		Tools and equipment	Sum	1		
		Non-sparking tools	Sum	1		
	PSA 4	Water supplies, power and communications	Sum	1		
	PSA 7	Camp area	Sum	1		
		Dealing with water	Sum	1		
A2.4	8.4.3&	Supervision for duration of the contract	Sum	1		
A2.5	8.4.4	Company and head office overheads for the duration of the contract	Sum	1		
A2.6	PSA 9	Safety Officer and safety requirements	Sum	1		
A2.7	PSA 8	QA/QC documentation including QCP's	Sum	1		
A2.8	PSA 10	Provision of an approved Firewatch Officer during hot work on site	Sum	1		
A2.9		Other time related obligations	Sum	1		
A3	8.7	DAYWORKS				
		Allow the provisional sum stated to be expended at the discretion of the	Prov Sum	1.00	200 000.00	
		(Contractor to supply breakdown of labour rates)				
A4	8.5	PROVISIONAL SUMS				
A4.1		Allow the Provisional Sum stated for location and relocation/modificatio	Prov Sum	1.00	50 000.00	
A4.2		Temporary removal of personnel from site due to noxious or flammable	Prov Sum	1.00	20 000.00	
A5		TEMPORARY WORKS				
A5.1	8.8.4	Protection of existing structures and services until Construction in the V	Sum	1.00		
TOTAL OF SECTION A TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200	<u>SECTION B</u>				
		<u>DEMOLITION WORKS</u>				
B 1		<u>Demolish existing buildings / structures</u>				
B 1.1		Demolish existing single storey control room overall size 16000mm x 8000mm complete	Sum	1		
B 1.2		Dismantle and set aside existing structural steel tower overall size 6600mm x 6600mm x 25000mm high complete	Sum	1		
B 1.3		Carefully load dismantled structural steel tower members and deliver within 150km radius	Sum	1		
B 1.4		Demolish existing concrete bases to tower complete	m ³	9		
B 1.5		Demolish existing stormwater manhole overall size 1440mm x 1440mm x 1500mm deep complete	Sum	1		
B 1.6		Demolish existing spill basin and make good	m ³	50		
B 1.7		Demolish existing concrete walls to overflow tank and make good floor	m ³	11		
B 1.8		Saw Cut concrete hardstand 100mm deep to neat straight lines	m	216		
B 1.9		Break up and remove existing hardstand	m ³	83		
B 1.10		Demolish existing concrete plinth	m ³	6		
B 2		<u>Removal of existing equipment</u>				
B 2.1		Remove existing valve size NB200 from puddle pipe including filling of puddle pipe with concrete and installation of blank flanges both sides.	No.	1		
B 2.2		Take up and remove existing 9000 litre foam tank and disconnect piping	No.	1		
B 3		<u>Remedial works</u>				
B 3.1		Fill existing sump with mass concrete	m3	1		
B 3.3		Break through existing channel to tie in to new drainage channel including making good	No.	1		
B 3.4		Break through existing sump to tie in to new drainage channel including making good	No.	2		
B 3.5		Clean existing drainage channel including preparation for screeding	m2	41		
B 3.6		Alter existing stormwater manhole depths to suit new paving levels including removal and reinstatement of manhole cover and frame complete	No.	13		
B 3.7		Alter existing electrical manhole depths to suit new paving levels including removal and reinstatement of manhole cover and frame complete	No.	19		
TOTAL OF SECTION B TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
		SECTION C				
		SPILL BASIN AND SEPARATOR BUND				
C 1	SANS 1200	EARTHWORKS				
		<u>Note:</u>				
		All excavations are to be done by hand. Should the contractor require the use of mechanical equipment to carry out the excavation, all proving trenches to the perimeter of the proposed the excavations are to be carried out prior to the use of mechanical equipment. All costs associated with the proving trenches will be for the contractors account.				
	8.3.2	Excavation				
	8.3.3 (a)	Excavate in all materials, backfill and re-compact and cart excess material off site.				
C 1.1		a) Separator bund	m ³	10		
		Extra over excavation in hard rock	m ³	10		
C 1.2		b) Bases	m ³	2		
		Extra over excavation in hard rock	m ³	2		
C 1.3		c) Spill basin	m ³	1 962		
		Extra over excavation in hard rock	m ³	1 962		
C 1.4		d) Sumps	m ³	2		
		Extra over excavation in hard rock	m ³	2		
C 1.5		Extra over cart away contaminated soil to recognized dump including all certification	m ³	395		
C 1.6		Rip and re-compact insitu material and compact in 200mm thick layers to 98% MOD AASHTO Density	m ²	2		
C 2	SANS 1200G	CONCRETE, FORMWORK AND REINFORCEMENT				
	8.1.3	Concrete				
	8.4.3	Supply and Lay 7Mpa/19mm concrete in the following:				
C 2.1		a) Blinding	m ³	20		
	8.4.3	Supply and Lay 30MPa/19mm concrete in the following:				
C 2.2		a) Separator bund floor	m ³	8		
C 2.3		b) Separator bund walls	m ³	2		
C 2.4		c) Plinths	m ³	1		
C 2.5		d) Infill concrete to bund floors	m ³	30		
CARRIED FORWARD						

19208		TRANSNET PIPELINES					
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS			QTY	RATE	AMOUNT
		DESCRIPTION	UNIT				
BROUGHT FORWARD							
C 2.6		c) Pipe support	m ³	2			
C 2.7		e) Spill basin floor	m ³	184			
C 2.8		f) Spill basin walls	m ³	246			
C 2.9		g) Spill basin sump walls	m ³	28			
C 2.10		h) Spill basin sump base	m ³	28			
	8.1.1	Formwork					
	8.2.1	Vertical rough formwork to the following:					
C 2.11		a) Spill basin	m ²	46			
C 2.12		b) Sumps	m ²	4			
C 2.13	8.2.5	Formwork in narrow widths not exceeding 300mm high	m	41			
	8.2.2	Vertical Smooth formwork to the following					
C 2.14		a) Bund walls	m ²	13			
C 2.15		b) Pipe supports	m ²	2			
C 2.16		c) Spill basin walls	m ²	1 094			
C 2.17		d) Sump walls	m ²	81			
C 2.18	8.2.5	Formwork in narrow widths not exceeding 300mm high	m	27			
C 2.19		Boxing in smooth formwork to form opening for 500mm diameter pipe	No.	1			
C 2.20		Boxing in smooth formwork to form opening for 150mm diameter pipe	No.	1			
C 2.21		Boxing in smooth formwork to form recess size 300mm x 300mm x 250mm deep	No.	2			
C 2.22		Boxing in smooth formwork to form recess size 200mm x 200mm x 200mm deep	No.	1			
	8.1.2	Reinforcement					
	8.3.1	High tensile Y10-Y25 reinforcement					
C 2.23		a) Bund Floor	t	0.96			
C 2.24		b) Bund Walls	t	0.24			
C 2.25		c) Plinths	t	0.12			
CARRIED FORWARD							

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 2.26		d) Pipe supports	t	0.24		
C 2.27		e) Spill basin floor	t	22.08		
C 2.28		f) Spill basin walls	t	29.52		
C 2.29		g) Sumps	t	6.72		
	8.3.2	High Tensile Welded Mesh				
	8.3.2	Type reference 395 in the following:				
C 2.30	8.3.2a	a) Spill slab	m ²	307		
		Wood Float finish to the following:				
C 2.31		a) Separator bund floor	m ²	39		
C 2.32		b) Top of plinths	m ²	5		
C 2.33		c) Top of stub columns	m ²			
		Steel Float finish to the following:				
C 2.34		a) Top of bund walls	m ²	51		
C 2.35		b) Top of sump walls	m ²	13		
	8.5	<u>Joints including sealing</u>				
		a) Isolation joints as per detail on drawing 19208-RC01	m	11		
C 4		CAST IN ITEMS				
		<u>Holding Down Bolts</u>				
C 4.1		Supply and install M20 holding down bolts as per detail on drawing number 19208-RC01	No.	4		
		<u>Cast in angles</u>				
C 4.2		Cast in 50 x 50 x 6mm galvanised Angle seat into drainage channel manholes with 60 x 6 x 150mm long flat fishtail lugs welded to frame at 300mm centres including hot dip galvanising after welding and cutting as per detail on drawing number 19208-RC01 (Type A)	m	4		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
C 4.3		Cast in 50 x 50 x 6mm galvanised Angle seat into drainage channel manholes with 60 x 6 x 150mm long flat fishtail lugs welded to frame at 300mm centres including hot dip galvanising after welding and cutting as per detail on drawing number 19208-RC01 (Type B)	m	1		
C 4.4		Cast in 50 x 50 x 6mm galvanised Angle seat into drainage channel manholes with 30 x 5 x 175mm long flat fishtail lugs welded to frame at 300mm centres including hot dip galvanising after welding and cutting as per detail on drawing number 19208-RC01 (Type C)	m	10		
C 5		<u>OILY WATER DRAINAGE</u>				
	<u>SANS</u> 1200LE.8.2. 1	Supply and Lay HDPE Pipes on class B Bedding:				
C 5.1	8.2.1.1	Supply and install 300 mm diameter HDPE pipe including fittings complete	m	3		
	SANS 1200LE.8.2. 10	Valve chamber Accessories				
C 5.2		Supply and install 150mm diameter hot dipped galvanised (Schedule 40) drainage pipe including puddle flanges	m	25		
C 5.3		Supply and install rope skimmers	No.	2		
C 5.4		Supply and install 500mm diameter HDPE puddle flange bonded with Sika Swell P2010 as per detail on drawing number 19208-RC01	No.	1		
C 5.5		Supply and install 6mm thick nitrile gasket ring to 500mm diameter HDPE pipe as per detail on drawing number 19208-RC01	No.	1		
C 5.6		Supply and install 600mm diameter galvanised 90 degree elbow fixed to concrete wall with 12No. M20 Hilti Hit -Z anchors using HIT-HY200 epoxy	No.	1		
C 5.7		Supply and install CMO series GL or similar approved flanged knifegate valve 300mm diameter with nitrile seals and rising spindle extension with handwheel 1200mm high above NGL	No.	1		
C 5.8		Supply and install a Viking Johnson maxi fit flange adaptor for nitrile seals	No.	1		
C 6		BUDGETARY ALLOWANCES				
C 6.1		Allow the budgetary allowance of R500,000.00 for relocation of services or as directed by the Project Manager	Sum	1.00	500 000.00	
TOTAL OF SECTION C TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS				
		SECTION D				
		EXTERNAL PAVING				
D 1	SANS 1200	DEMOLITION WORKS				
		Demolish existing concrete structures				
D 1.1		Saw Cut asphalt 50mm deep to neat straight lines	m	829		
D 1.2		Break up and remove existing asphalt surfacing including subgrade layerworks	m ³	456		
D 2	SANS 1200	EARTHWORKS				
		<u>Note:</u> All fill material is to be procured from a licenced supplier. The fill must be analysed for grade and quality in terms of material properties. Where contamination is expected, The contractor is to conduct testing prior to excavation. All excavations are to be done by hand				
	8.3.2	Excavation				
	8.3.3 (a)	Excavate in all materials, backfill and re-compact and cart excess material off site.				
D 2.1		a) Reduced levels to paving	m ³	456		
		Extra over excavation in hard rock	m ³	456		
D 2.2		Extra over cart away contaminated soil to recognized dump including all certification	m ³	456		
D 2.3		Rip and re-compact insitu material and compact in 200mm thick layers to 98% MOD AASHTO Density	m ²	2280		
	8.3.4	Importing of Materials from commercial sources				
D 2.4		150mm G5 material compacted to 98% Mod AASHTO Density	m ³	117		
D 2.5		150mm C3 material stabilised with 3% cement compacted to 98% Mod AASHTO Density	m ³	342		
D 2.6		20mm sand bedding stabilised with 3% cement	m ²	2280		
D 2.7		150mm G7 material compacted to 98% Mod AASHTO Density	m ³	1008		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
D 3	SANS 1200 MJ	<u>SEGMENTED PAVING</u>				
D 3.1	8.2.2	<u>80mm Heavy Duty Paving</u> 80mm brick paving including laying, compacting and filling joints complete	m ²	780		
D 3.2	8.2.2	<u>60mm Light Duty Paving</u> 60mm brick paving including laying, compacting and filling joints complete	m ²	1500		
D 3.3	8.2.2	<u>Stone Paving</u> Supply and install stone paving as per drawing 19208-D03-A	m ²	30		
	SANS 1200 MK	<u>Kerbs & channelling</u> <u>Provision of edge restraint including base, bedding, jointing and haunching</u>				
D 3.4	8.2.1	Supply and Lay Fig. 10 Kerbs complete	m	238		
D 3.5	8.2.1	Supply and Lay Fig. 12 Kerbs complete	m	591		
D 3.6	8.2.1	Extra over Figure 12 kerbs for curved paving up to 5m radius	m	20		
D 3.7	8.2.1	Supply and Lay Fig. 7 Kerbs complete	m	200		
D 4		<u>Retaining Wall</u>				
D 4.1		Supply and install Loffelstein wall (block size TB500) including foundations, stabilisation, weepholes etc. complete	m ²	367		
TOTAL OF SECTION D TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
		<u>SECTION E</u>				
		<u>DRAINAGE</u>				
E 1	SANS 1200	DEMOLITION WORKS				
		Demolish existing concrete structures				
E 1.1		Saw Cut concrete hardstand 100mm deep to neat straight lines	m	206		
E 1.2		Break up and remove existing hardstand	m ³	19		
E 2	SANS 1200	EARTHWORKS				
		<u>Note:</u> All fill material is to be procured from a licenced supplier. The fill must be analysed for grade and quality in terms of material properties. Where contamination is expected, The contractor is to conduct testing prior to excavation. All excavations are to be done by hand				
	8.3.2	Excavation				
	8.3.3 (a)	Excavate in all materials, backfill and re-compact and cart excess material off site.				
E 2.1		a) Drainage channel	m ³	31		
		Extra over excavation in hard rock	m ³	31		
E 2.2		b) Overflow slab	m ³	11		
		Extra over excavation in hard rock	m ³	11		
E 2.3		c) Sumps	m ³	22		
		Extra over excavation in hard rock	m ³	22		
E 2.4		d) To underside of existing bund wall foundations	m ³	27		
		Extra over excavation in hard rock	m ³	27		
E 2.5		Extra over cart away contaminated soil to recognized dump including all certification	m ³	42		
E 2.6		Rip and re-compact insitu material and compact in 200mm thick layers to 98% MOD AASHTO Density	m ²	48		
	8.3.4	Importing of Materials from commercial sources				
E 2.7		150mm G7 material compacted to 95% Mod AASHTO Density	m ³	27.00		
CARRIED FORWARD						

19208		TRANSNET PIPELINES			
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS			
		DESCRIPTION	UNIT	QTY	RATE
BROUGHT FORWARD					
E 3	SANS 1200G	CONCRETE, FORMWORK AND REINFORCEMENT			
	8.1.3	Concrete			
	8.4.3	Supply and Lay 7Mpa/19mm concrete in the following:			
E 3.1		a) Blinding	m ³	6	
	8.4.3	Supply and Lay 30MPa/19mm concrete in the following:			
E 3.2		a) Drainage channel	m ³	21	
E 3.3		b) Bund overflow slab	m ³	11	
E 3.4		c) Sumps	m ³	14	
E 3.5		d) Reinstated hardstand	m ³	6	
	8.1.1	Formwork			
	8.2.1	Vertical rough formwork to the following:			
E 3.6		a) Sumps	m ²	31	
E 3.7	8.2.5	Formwork in narrow widths not exceeding 300mm high	m	22	
	8.2.2	Vertical Smooth formwork to the following			
E 3.8		a) Drainage channel	m ²	109	
E 3.9		b) Sumps	m ²	89	
E 3.10	8.2.5	Formwork in narrow widths not exceeding 300mm high	m	136	
	8.1.2	Reinforcement			
	8.3.1	High tensile Y10-Y25 reinforcement			
E 3.11		a) Drainage channel	t	4.20	
	8.3.2	High Tensile Welded Mesh			
	8.3.2	Type reference 395 in the following:			
E 3.12	8.3.2a	a) Overflow slab	m ²	79	
		Steel Float finish to the following:			
E 3.13		a) Top of drainage channel walls	m ²	28	
E 3.14		b) Top of sump walls	m ²	6	
CARRIED FORWARD					

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
E 3.15	8.5	Wood Float finish to the following: b) Drainage channel base	m ²	48		
E 3.16		<u>Joints including sealing</u> a) Isolation joints as per detail on drawing 19208-RC02	m	236		
E 3.17		b) Saw cut joints as per detail on drawing 19208-D01	m	30		
MISCELLANEOUS ITEMS						
E 3.18		<u>Cast in angles</u> Cast in 50 x 50 x 6mm galvanised Angle seat into drainage channel manholes with 60 x 6 x 150mm long flat fishtail lugs welded to frame at 300mm centres including hot dip galvanising after welding and cutting as per detail on drawing number 19208-RC02 (Type A)	m	150		
E 3.19		<u>Screed to falls</u> Supply and install screed to existing drainage channels	m ²	41		
E 3.20		<u>Mortar bedding</u> Supply and install 100mm thick mortar bedding to sumps	m ²	10		
E 3.21		<u>Soilcrete</u> Supply and install soilcrete to underside of existing bund wall foundations	m ³	5.00		
E 4	SANS 1200LD	STORMWATER DRAINAGE				
E 4.1	SANS 1200 DB 8.3.2 (a)	<u>Pipe Trenches</u> <u>Excavation (Pipe Trenches)</u> Excavate in all materials for trenches, shoring backfill and re-compact, including disposal of surplus material off site. Diam. of pipes not greater than 500 dia. Over Up to a) 0,0 1.5	m ³	53		
E 4.2	SANS 1200 LB 8.2.2.1	<u>Provision of Bedding Material</u> <u>Imported from commercial sources (Provisional)</u> a) Selected granular material (River sand Bedding)	m ³	14		
E 4.3		b) Selected granular fill material (Insitu Blanket)	m ³	14		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
E 4.4		<u>Provision of bedding material from excavations</u>				
E 4.5		b) Backfilling to cable trenches with in-situ material in 150mm layers and compacted to 95% Mod Aashto Density	m ³	12		
		<u>Medium Pressure Pipelines</u>				
	<u>SANS</u> <u>1200LE.8.2.</u> <u>1</u>	<u>Supply and Lay HDPE Pipes on class B Bedding:</u>				
E 4.6	8.2.1.1	Supply and install 300 mm diameter HDPE pipe including fittings complete	m	43		
E 4.7	8.2.1.1	Supply and install 500 mm diameter HDPE pipe including fittings complete	m	7		
	SANS 1200LE.8.2. 10	<u>Valve chamber Accessories</u>				
E 4.8		Supply and install 300mm diameter HDPE stub end complete with backing ring as per detail on drawing number 19208-RC02	No.	2		
E 4.9		Supply and install 500mm diameter HDPE stub end complete with backing ring as per detail on drawing number 19208-RC02	No.	1		
E 4.10		Supply and install 300mm diameter HDPE SO Flange bonded with Sika Swell P2010 as per detail on drawing number 19208-RC02	No.	2		
E 4.11		Supply and install 500mm diameter HDPE SO Flange bonded with Sika Swell P2010 as per detail on drawing number 19208-RC02	No.	1		
E 4.12		Supply and install 6mm thick nitrile gasket ring to 300mm diameter HDPE pipe as per detail on drawing number 19208-RC02	No.	2		
E 4.13		Supply and install 6mm thick nitrile gasket ring to 500mm diameter HDPE pipe as per detail on drawing number 19208-RC02	No.	1		
TOTAL OF SECTION E TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>SECTION F</u>				
		<u>STRUCTURAL STEELWORK TO SPILL BASIN</u>				
F 1	SANS 1200 H	STRUCTURAL STEELWORK				
	8.3.1	Supply and Fabrication				
F 1.1	8.3.1.1	Preparation of shop detail drawings	t	1.61		
	8.3.1.2	Supply and Fabrication of Steelwork (as per drawings 19208-ST01, 19208-ST02, 19208-ST03 and 19208-ST04) complete with all the necessary cleats, brackets, gussets, packs, etc. as follows:				
F 1.2	8.3.1.2a	152 x 152 x 23 UC	t	0.18		
F 1.3	8.3.1.2b	50 x 50 x 6 angle	t	0.08		
F 1.4	8.3.1.2c	PC100 x 50	t	0.05		
F 1.5	8.3.1.2d	IPE 180	t	0.05		
F 1.6	8.3.1.2e	65 x 10mm flat bar	t	0.31		
F 1.7	8.3.1.2f	50 x 8mm flat bar	t	0.73		
F 1.8	8.3.1.2g	20mm round bar	t	0.09		
F 1.9	8.3.1.2h	Base and Connection Plates	t	0.12		
	8.3.2	Delivery				
		Delivery of Steelwork included in items 8.3.1.2a to 8.3.1.2h				
F 1.10		a) Normal Loads	t	1.61		
	8.3.3	Erection				
F 1.11		Offloading, stacking on site, and erection of steelwork included under items 8.3.1.2a to 8.3.1.2h	t	1.61		
	8.3.4	Erection Bolts and Nuts				
		Supply, deliver to site and store as follows:				
F 1.12		Grade 8.8 bolts including flat or tapered washers, as appropriate	t	0.09		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
F 2	8.3.6	Grade 8.8 Holding-Down Bolts and Nuts Supply, deliver and install as follows:				
F 2.1		a) M16 HD Bolts	No	20		
F 2.2		b) M20 HD bolts	No	8		
F 2.3		c) M20 Hilti HIT HY200 chemical anchor bolts	No.	6		
F 2.4		d) M16 Hilti HIT HY200 chemical anchor bolts	No.	32		
		Grouting				
F 2.5		Grout up under base plates using ABE non-shrink grout or similar approved	m ³	1.00		
F 3	SANS 1200HC SANS 1200	CORROSION PROTECTION Surface Dressing and Repairs				
F 3.1	8.2.1	Surface dressing and repairs including removing slag and weld splatter, grinding welds smooth, chamfering/radiusing sharp edges, deburring, repairing laminations, inspection, testing etc. at place of fabrication to structural steel items 8.3.1.2a to 8.3.1.2h	t			
		Transport				
F 3.2	8.2.2	Transport to and from the coating site for structural steel items 8.3.1.2a to 8.3.1.2h	t			
		Surface Preparation and Coating				
	8.2.3	Surface Preparation and Coating to structural steel items 8.3.1.2a to 8.3.1.2e (Galvanising to be to SANS 121 & 14713)				
F 3.3		a) In the Shop	t			
		<u>Mentis Platforms</u> <u>Supply, Deliver and Erect Standard galvanised steel mentis RS40 x 40 x 3 - platform including for end plates, banding & anti slip pads as per detail and specification on drawing no. 19445-ST01</u>				
F 3.4		a) Sumps and Manholes	m ²	16		
		<u>Mentis Handrailing</u>				
F 3.5		Supply and install horizontal handrailing 1000mm high of 34mm diameter continuous top and bottom rails and 34mm diameter type hot dipped galvanised mild steel stanchions at average 1m centres bolted to steel bearers as per detail on drawing 19208-RC01	m	76		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
		<u>Vastrap Panels</u>				
F 3.6		Supply and Install 6mm Thick U/P 'Vastrap' Panels overall size 870 x 500mm with 50 x 50 x 3mm galvanised steel angles welded to underside and 2 No. 30mm diameter holes ground smooth for lifting all according to specifications and as per drawing 19208-ST01	m ²	5		
F 4		<u>MISCELLANEOUS</u>				
F 4.1		Supply and install 6mm thick teflon pads	m	11		
F 4.2		150 x 150 x 16mm diameter hot dipped galvanised drop handles as per detail on 19208-ST01	No.	12		
F 4.3		100mm diameter opening in vastrap for spindle including banding with 6mm x 120mm high flat plate	No.	2		
TOTAL OF SECTION F TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>SECTION G</u>				
		<u>MECHANICAL WORKS</u>				
G 1		PIPEWORK				
G 1.1	SABS 1200L PSL	Supply, install and protect the following <u>above ground</u> steel items inclusive of welding:				
G 1.1.1	PSL	Pipes: (A106 grade B seamless, Galvanised)				
		a) Ø 200 (Sch 40)	m	6		
		b) Ø 150 (Sch 40)	m	30		
		c) Ø 80 (Sch 40)	m	8		
		d) Ø 50 (Sch 40)	m	40		
G 1.1.2	PSL	90° Bends (ASTM A-234-WPB, Galvanised) :				
		a) Ø 150 (Sch 40)	No	9		
		b) Ø 80 (Sch 40)	No	4		
		c) Ø 50 (Sch 40)	No	12		
G 1.1.3	PSL	45° Bends (ASTM A-234-WPB, Galvanised) :				
		a) Ø 50 (Sch 40)	No	1		
G 1.1.4	PSL	Flanges (weld-neck, RF) 150# (ASTM A-105, Galvanised) (incl. stud bolts, nuts and 1 gasket)				
		a) Ø 250 (Sch 40)	No	4		
		b) Ø 150 (Sch 40)	No	16		
		c) Ø 80 (Sch 40)	No	12		
		d) Ø 50 (Sch 40)	No	15		
		e) Ø 25 (Sch 80)	No	1		
G 1.1.5	PSL	Flanges (slip-on, RF) 150# (ASTM A-105, Galvanised) (incl. stud bolts, nuts and 1 gasket)				
		a) Ø 200	No	2		
		b) Ø 150	No	4		
G 1.1.6	PSL	Flanges (blind, RF) 150# (ASTM A-105, Galvanised) (incl. stud bolts, nuts and 1 gasket)				
		a) Ø 25	No	1		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
DESCRIPTION						
BROUGHT FORWARD						
G 1.1.7	PSL	Reducing Tee (ASTM A-234-WPB, Galvanised) :				
		a) Ø 250 x Ø 150 (Sch 40)	No	1		
		b) Ø 200 x Ø 150 (Sch 40)	No	1		
		c) Ø 150 x Ø 100 (Sch 40)	No	1		
		d) Ø 80 x Ø 50 (Sch 40)	No	1		
G 1.1.8		Reducers (concentric) (ASTM A-234-WPB, Galvanised)				
		a) Ø 150 x Ø 80 (concentric)	No	4		
		b) Ø 150 x Ø 50 (concentric)	No	2		
		c) Ø 100 x Ø 50 (concentric)	No	1		
		d) Ø 80 x Ø 50 (concentric)	No	2		
G 1.1.9		Threadolet 3000# (ASTM A-105, Galvanised)				
		a) Ø 80 x Ø 25	No	4		
		b) Ø 50 x Ø 20	No	4		
G 1.1.10		Threadolet 3000# (ASTM A-105, Galvanised)				
		a) Ø 150 x Ø 25	No	1		
G 1.1.11		Cap (Sch STD) (ASTM A-234-WPB, Galvanised)				
		a) Ø 50	No	2		
G 1.1.12		Plug 316 SS Bar Stock, Threaded				
		a) Ø 25	No	4		
G 1.1.13		Restriction Oriface 150# RF 316L				
		a) Ø 80	No	4		
G 1.1.14		Hex Nipple 150# RF 316L				
		a) Ø 20	No	4		
G 1.2	SABS 1200L PSL	Supply, install and protect the following <u>below ground</u> HDPE items inclusive of excavations, bedding and backfilling and HDPE welding:				
G 1.2.1		Pipes: (HDPE - PE-100 SDR11 (BLACK) PN16)				
		a) Ø 200	m	90		
G 1.2.2		90° Bends (Seamless - 3D LR) : SDR11 HDPE				
		a) Ø 200	No	3		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
DESCRIPTION						
BROUGHT FORWARD						
G 1.2.3		45° Bends (Seamless) : SDR11 HDPE				
		a) Ø 200	No	8		
G 1.2.4		Backing Flanges (slip-on) 150#, ANSI, Galvanised and Drilled for HDPE (incl. stud bolts, nuts and 1 gasket)				
		a) Ø 200	No	3		
		b) Ø 160	No	4		
G 1.2.5		Flange Adaptor (PN16 - Fabricated) SDR11 HDPE				
		a) Ø 200	No	3		
		b) Ø 160	No	4		
G 1.2.6		Equal Tees (PN16 - Fabricated) SDR11 HDPE				
		a) Ø 200 x Ø 200	No	2		
G 1.2.7		Reducers (concentric) SDR11 HDPE				
		a) Ø 200 x Ø 160 (concentric)	No	4		
G 2		EQUIPMENT				
G 2.1		Supply, install, protect and commission the following valves				
G 2.1.1		Butterfly valves (inclusive of stud bolts, nuts and 2 off gaskets)				
		a) Ø 150 handlever operated (Refer specification 19208-Spec-RT-Rev0)	No.	1		
G 2.1.2		Control valves (150#, RF)				
		a) Ø 150 Solenoid Operated Control Valve (Refer Datasheet 19208-M-DTS-02-A (Inbal Valve))	No.	1		
G 2.1.3		Ball valves (150#, RF)				
		a) Ø 25 Ball Valve (Refer specification 19208-Spec-RT-Rev0)	No.	1		
		a) Ø 50 Ball Valve (Refer specification 19208-Spec-RT-Rev0)	No.	1		
G 2.1.4		Check valves (150#, RF)				
		a) Ø 50 Check Valve (Refer specification 19208-Spec-RT-Rev0)	No.	1		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G 2.2		Supply, install protect and support bund foam pourers and nozzles a) Angus K40 Foam Nozzles	No	4		
G 2.3		Take delivery of free issued bund foam pourers, install protect and support a) Angus MEX 1800 b) Angus MEX 600	No No	2 2		
G 2.4		Bund pourer supports Structural steel supports for bund foam pourers, including 60x60x5 angle, steel straps, rubber protection strips, nuts,bolts, chemical anchors and all things necessary as detailed on the drawings	No	4		
G 2.5		Cold cut into existing steel pipeline and dispose of to waste off site a) Ø 200	m	5		
G 2.6		Site Commissioning SAT (Site Acceptance Test)	Sum	1		
G 2.7		Supply and Install Sump Outlet Pump (Refer Datasheet 19208-M-DTS-01-A (Sump Outlet Pump))	No.	1		
G 2.8		Restriction Orifices (Refer MECH_STD_012 - ORIFICE PLATE DETAILS) a) Ø 80 a) Ø 50	No No	2 5		
G 3		MISCELLANEOUS				
G 3.1		Make provision for the painted stencilling of identification markings on equipment and pipes	Sum	1		
G 3.2		Provide all labour, material and equipment required to carry out all necessary hydrostatic tests	Sum	1		
G 3.3		Provide for all labour, material and equipment required for the testing and commissioning of the completed fire fighting systems	Sum	1		
G 3.4		QA/ QC as described in specification	Sum	1		
CARRIED FORWARD						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G 4		ELECTRICAL				
		(Refer specification 19208-Spec-RT-Rev0)				
G 4.1		Design, supply and install the following motor starters and marshalling panels in existing MCC: Including detailed shop drawings (schematics, general arrangements etc.)				
G 4.1.1		Process Pump 1	Lot	1		
G 4.1.2		Oil Transfer Pump 1	Lot	1		
G 4.1.3		Oil Transfer Pump 2	Lot	1		
G 4.1.4		Oil Skimmer Motor 1	Lot	1		
G 4.1.5		Oil Skimmer Motor 2	Lot	1		
G 4.1.6		Sump Outlet Pump	Lot	1		
G 4.2		Design, supply and install cables and cable trays from the MCC to the 6 pumps and 6 RCU's Including cable schedules, cable calculations, cable tray size calculations, cable reticulation layout for review and construction.				
G 4.2.1		Process Pump 1	Lot	1		
G 4.2.2		Oil Transfer Pump 1	Lot	1		
G 4.2.3		Oil Transfer Pump 2	Lot	1		
G 4.2.4		Oil Skimmer Motor 1	Lot	1		
G 4.2.5		Oil Skimmer Motor 2	Lot	1		
G 4.2.6		Sump Outlet Pump	Lot	1		
G 4.3		Design, supply and install cables and cable trays from the existing fire control panel to control valve Including cable schedules, cable calculations, cable tray size calculations, cable reticulation layout for review and construction.				
G 4.3.1		Spill basin fire control valve	Lot	1		
G 4.4		Supply and install RCUs including stands for the 6 pumps	Ea	6		
G 4.5		Design, supply and install Earthing including earthing schematic, earthing layout for review and construction.	Lot	1		
G 4.6		Test and commission the system and submit commissioning report with all test results	Lot	1		
G 4.7		Handover documentation including COC and all as-built drawings.	Lot	1		
TOTAL OF SECTION G TO SUMMARY						

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
		SECTION H				
		SEPERATOR REFURBISHMENT & INSTALLATION				
		<u>Note: The Client has previously procured a Seperator from Drizit which is currently on site. The works associated with this contract includes for the refurbishment, installation into position and commissioning of the seperator. It must be noted that all works associated with the refurbishment and supply of the remaining equipment to have a fully operation effluent treatment plant will need to be compliant with the project and Employer parameters. Drizit is the preferred Vendor to undertake the works considering that the bulk of the system was supplied by them already. Should the bidders wish to submit alternate pricing from other vendors, they are welcome to do so provided that the alternates are compliant and competitively priced.</u>				
H 1		REFURBISHMENT				
H 1.1		Refurbishment of TCPS 40 Seperator				
1.1.1		Sandblast, re-coat and install new pipe connections	Sum	1		
1.1.2		Replace coalescer in Seperator	Sum	1		
1.1.3		75mm Floating Weir skimmer	No.	1		
H 2		NEW EQUIPMENT				
H 2.1		Supply, install, protect and commission the following equipments and works for the Seperator				
2.1.1		Galvanised walkway for TCPS 40 Seperator	No	1		
2.1.2		Ø 75mm Petroleum hose for Weir skimmer, 15m long	No	1		
2.1.3		Ø 75mm Petroleum hose for Sludge Outlets, 10m long	No	3		
2.1.4		Zone 1 Compensating cable for pump protection	m	80		
2.1.5		Flameproof Starter (DOL 380V) for 7.5Kw Process pump and motor	No	1		
2.1.6		Flameproof Oil Transfer pump and motor with pump protection	No	2		
2.1.7		Flameproof Starter (DOL 380V) for 2.2Kw Oil Transfer pump and motor	No	2		
2.1.8		Supply 7.5Kw Flameproof process pump and motor with pump protection	No.	1		
		CARRIED FORWARD				

19208		TRANSNET PIPELINES				
ITEM NO.	PAYMENT REFERS	CIVIL WORKS. STRUCTURAL STEELWORK AND MECHANICAL WORKS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
2.1.9		Electrical Installation				
		1.6 Cable Ladders	m	50		
		Horizontal Bends	No.	6		
		Droppers	No.	4		
		Risers	No.	4		
		P1000 Uni strut	m	18		
		Spring Nuts	No.	100		
		Splicing Kits	No.	100		
		25mm Glavanised conduit	m	12		
		25mm Hospital saddles	No.	15		
		3 Core 2.5mm blue line cable	m	160		
		3 Core 4mm blue line cable	m	15		
		Consumables (Glands, cable ties, labels, bolts, nuts, etc)	Lot	1		
		MCC Panel	Lot	1		
2.1.10		Ø 40mm Petroleum Flex hose for Oil Transfer Pump, 15m long	No	2		
2.1.11		Installation and Commissioning	Sum	1		
2.1.12		Steel Oil collection tank, 1000lt	No.	2		
2.1.13		Drizit or equal approved 850 Oil Skimmer 380v flameproof C1, D1, GD	No	2		
2.1.14		Drizit or equal approved TS850 Seperating tank	No.	2		
2.1.15		Drizit or equal approved ST850 Stand - Stand to gravity feed into oil	No.	2		
2.1.16		380V Flamepooof starter for rope skimmers	No.	2		
2.1.17		15m White Oil skim rope	No.	2		
2.1.18		Drizit or equal approved FGP 300 Floating guide pulleys	No.	4		
2.1.19		Steel pipes, valves, elbows etc for completion of system	Sum	1		
2.1.20		Drawings, documentation, Operation and maintenance manuals and training	Sum	1		
TOTAL OF SECTION H TO SUMMARY						

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1 C3.2	This cover page <i>Employer's Works Information</i> <i>Contractor's Works</i>	
	Total number of pages	51



2021/09/16



2021/09/15

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SECTION 1

1 Description of the *works*

1.1 Executive overview

Transnet Pipelines (TPL) intend to build a drainage spill containment and separation basin at their Waltloo depot. The works that the Contractor is to execute, includes the civil, structural, mechanical and piping installation for the spill basin as described in this document.

1.2 *Employer's objectives*

The *Employer's* objectives are to build a fully functional, spill containment and oil separation basin to meet the regulatory requirements for spill containment and the discharge of effluent to sewer.

The basin must be fully liquid tight and allow for the separation of oil and water. Storage of separated oil for disposal off site. Discharge of clean water into the sewage system. Containment of a product spill and firefighting foam / water. The separation systems should be local, manual control. The firefighting systems should be remote manual control.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Autocad Format Drawings
EDMS	Enterprise Document Management System
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
K&T	Kantey & Templer Consulting Engineers
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation

PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

1.4 General Description of the Works.

The *works* that the *Contractor* is to perform involve the civil, structural, electrical, mechanical and piping installation for a new concrete spill basin at the Transnet Waltloo facility. The *works* entails the following:

- Participation in pre-establishment activities, such as SHE requirements, inductions and kick-off meeting
- Setting out of the works
- Site verification of the drawings
- Construction of a new reinforced concrete spill basin.
- Refurbishment of an existing Separator, Pump and floating weir pump suction. Installation of this equipment on site including for the supply and installation of all necessary pipework, pipe supports and slops tank.
- Supply and installation of new rope skimmers including for the supply and installation of all necessary pipework, pipe supports and slops tank.
- Supply and installation of new galvanised piping, pump, strainers and valves for the spill basin outlet
- Supply and installation of new galvanised carbon steel and HDPE piping, valves and equipment for firefighting at the new spill basin.
- Modifications to existing piping, including galvanised piping
- Supply and installation of the electrical supplies to the separator pumps, rope skimmers and outlet pumps, including work in the Motor Control Centre (MCC) and RCU's in the field
- The supply and installation of control wiring, including modifications to existing control systems
- Hot dip galvanised supports on reinforced concrete bases for the items above.
- Corrosion protection, including surface preparation, painting and hot dip galvanising.
- Identification marking / painting of various items
- Inspection and testing of the works, including Non-Destructive Testing
- Commissioning assistance
- Construction of a new reinforced concrete surface bed.
- Construction of a new reinforced concrete drainage channels and associated underground piping

- Modifications to existing reinforced concrete drainage channels.
- Modifications to existing brick and concrete manholes for level adjustment for new paving.
- Breaking into existing functioning manholes and tying in and sealing new drainage infrastructure
- Demolition and removal from site of an existing building.
- Dismantling and removal from site of the existing structural steel communication tower, and delivery to a site within 50km radius.
- Demolition of the Communication tower foundations and removal from site.
- Saw cut and demolish existing surface bed for new drainage infrastructure.
- New heavy duty and light duty interlocking paving surfaces
- Quality control and quality assurance

1.5 Location of the *site*.

The *works* are located at the TPL Waltloo Depot, Alwyn Street, Waltloo, Pretoria.

The site is a National Key Point.

1.6 Access to the *Works*

Access to the *Works* will be via a public road.

Access will be subject to the *Employer's* security and SHE requirements and regulations.

Due allowance must be made for vehicular congestion due to the large number of trucks at the petroleum sites in the vicinity.

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* has been done by their *consultant* K&T who are responsible for the overall design. The design issued to the *contractor* comprises.

- General arrangements drawings of
 - The existing site showing the new works
 - Demolition works required.
 - New paving works required.
 - Piping works
 - Equipment layout
- Detail Drawings of :
 - New reinforced concrete spill basin.
 - New reinforced concrete separator.
 - New Manholes and drainage channels
 - Valve chamber cover plates
 - Cat Ladders

and is contained in the drawings, technical specifications and Transnet standards.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

2.2 Parts of the *works* which the *Contractor* is to design

2.2.1 The *Contractor* is to design the following parts of the *works*:

Dewatering

Work shop drawings and details

All temporary works. Including supports, scaffolding, shoring and lateral support.

- 2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

Separator Equipment – Drizit or equal approved (separator) refurbishment inter alia:

- Cleaning, new flanges, corrosion protection, replacement of the coalescing media
- Refurbish existing equipment (Floating weir skimmer, TCPS 40 Oily water separator, Process pump and motor) as required.
- Install new equipment and piping on site as required.
- All equipment is to be refurbished and supplied to deliver a fully functional system.
- Water is to be pumped out of chamber 3 through the separator and discharged in to chamber 4. Process pump start is to be manual push button field start.
- Oil from the separator is to be discharged into a new steel oil tank (located in the separator bund) Provision is to be made for oil to be removed from the oil tank by TPL.
- Supply and install 2 Rope mop skimmers in chambers 1 & 2 complete with piping to Oil tank with provision for removing oil by TPL.
- Power for all equipment will be supplied to the control panel located at the separator bund.
- All cabling and switches and pump protection are to be included
- The refurbished units shall meet the original design specifications of the units.
- Install the Drizit TCPS 40 Oil / Water Separator that is on TPL Waltloo site
- A 1000 L steel oil containment tank will be supplied with a transfer pump for oil collection by TPL. This pump is supplied with all rotating parts being s/steel, a nitrile stator and mechanical seal with pump protection.
- A 2.2Kw 380V, 4 Pole, B5 flanged mount, Zone 1, flameproof (WEG IP66) motor on a galvanized.
- All fixed pipe installations shall be galvanized, and a petroleum Flex hose will be used for the S/steel Floating Weir skimmer in the collection chamber / sump. A Flex hose will also be supplied for the sludge outlets on the separator.
- All fixed pipe installations will be galvanized, and a petroleum Flex hose will be used for the S/steel Floating Weir skimmer in the collection chamber / sump. A Flex hose will also be supplied for the sludge outlets on the separator.
- Two Drizit or equal approved 850 Rope Mop Oil Skimmers (both units shall have flameproof push button stop / start) will be installed at chamber 1 and adjacent to chamber 2. They will feed the oil collected to a 1000 L steel oil tank. This oil tank will also have a MONO C41M ore equal approved pump with pump protection and a 2.2 Kw, 380 V, 4 vPole motor (Flameproof) with a manual push button field start for transferring oil.
- All cabling for the pump motors and pump protection are to be supplied and installed, with cable racking from the separator bund where the existing control panel is located.
- baseplate with a manual push button field start.

Electrical works (Zone 1 classification)

Motor starters

Motor Remote Control Units (RCU)

Cable routes
Cable supports
Control system integration

2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 The *Contractor* shall address the following procedures:

Transnet Pipelines Standards and Specifications
Transnet Pipelines drawings standards
Transnet Pipelines approval process

2.3.2 The *Contractor* undertakes design safety reviews with the *Project Manager*, Engineer and Transnet Pipelines personnel.

2.3.3 Documentation Submission

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard copies and electronic media copies (USB drive) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the works. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* 10 working days (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 5 working days. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

In undertaking the works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard

In undertaking the 'Works' (including all incidental services required), the *Supplier* shall conform and adhere to the requirements of the 'Contractor Document Submittal'.

2.4 Other requirements of the *Contractor's* design

2.4.1 The *Contractor's* design complies with the following:

- All relevant SANS codes
- Geotechnical investigation
- Mechanical and Electrical specification
- Civil and structural specification
- 2684358-U-A00-ME-SP-009(07) Specification for Corrosion Protection-Painting of Above-ground Structures
- PL SK.No.2139 Rev A – Walkways, Stairs Platforms
- PL 219C - Quarter Turn Gearboxes
- PL 204E - Ball valves
- PL 835 - Walkways & Stairs
- PL666-1 TPL Electrical Design Criteria
- PL711-10 Cabinets
- PL727-11-Cable_100125
- PL631-9 Low Voltage Switchgear
- TPL-TECH-DO-STD-001 (PL100)
- TPL-TECH-DO-STD-002 (PL101)
- TPL-TECH-DO-STD-003 (PL102)
- TPL-TECH-DO-STD-004 (PL103)
- TPL-TECH-DO-WI-001

2.5 Use of *Contractor's* design

2.4.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.4.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

- Electrical Design
- Control system design
- Separator Design
- Shop Detailing
- And all items in section 2.2.2.

2.6 Design of Equipment

2.6.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- a) Any lifting frames or rigging structures for installation of the works.
- b) Any crane foundations or support that the contractor may require.
- c) Protection and support for existing services and structures that will be affected by the new works.
- d) Excavation shoring design
- e) Hydrostatic testing

2.6.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

- a) Any lifting frames or rigging structures for installation of the works.
- b) Any crane foundations or support that the contractor may require.

- c) Protection and support for existing services and structures that will be affected by the new works.
- d) Excavation shoring design
- e) Hydrostatic testing

2.7 Equipment required to be included in the works

2.7.1 Nil

2.8 As-built drawings, operating manuals and maintenance schedules

The *Contractor* provides the following:

- Red Line/Final Documentation
- In undertaking the works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard included in the Annexures (Refer SP-90-37 and QMS 360).
- All Red Line information to be signed off by *Contractor's* responsible Professional Engineer/Technologist before issue to the *Employer*.

Installation, Maintenance and Operating Manuals and Data Books:

- The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-contractors is provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to "As-Built" status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.
- All electronic copies (pdf.) of Data Packs to be properly indexed.
- A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
 - Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - *Contractor* Name
- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
 - 3 x hard copies (Full size)
 - 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats
- At a minimum, the *Contractor* provides the following in electronic and hardcopy format (if applicable):
 - **Civil & Structural**
 - Practical Completion (PC) of a Building

- Practical Completion (PC) of Miscellaneous Civil Works for a Unit or Sub-section
- Practical Completion (PC) of Structural Steelwork for a Unit or Sub-section
- Practical Completion (PC) of an Underground Service Network for a Unit or Sub-section
- Completion of Fire and Safety facilities
- Completion of an Equipment Room
- Beneficial Operation (BO) Certificate
- Project Completion
- Beneficial Occupation of a Building

Mechanical Equipment

- Centrifugal Pump check-out form
- Reciprocating Pump check-out form
- Metering Pump check-out form
- Vessel check-out form
- Relief Valve check-out form

Piping

- Test Pack Index
- Notice of Test Pack Completion
- Pipe repair approvals form (PRA)
- Certificate of Manufacture (Countersigned by AIA)
- Certificate of Compliance by AIA
- Certificate of Compliance by EC
- Certificate of Design (COD) by EC
- Specific Test Pack Definition marked-up on MFD
- Redlined Isometric Drawings (as-built)
- Register of applicable design queries
- Defect listing / Punch List (pre-hydro, post-hydro)
- Exception List
- Piping Tie-in check-out form
- Pre-hydro check-out form
- Post-hydro check-out form
- Concessions

Quality Documentation:

- Quality Control Plan
- QCP for structural steel fabrication.
- QCP for corrosion protection.
- QCP for structural steel erection.
- QCP for earthworks.
- QCP for reinforced concrete
- Technical queries records
- Material certificates (Mill test certificates) – steel grade and mechanical properties to be verified.
- Painting data sheets and certificates.
- NDT consumables certificates.
- Welding consumables certificates
- Welding machines calibration certificates
- Surface profile gauges calibration certificates
- Coating thickness gauges (dry- film thickness gauges) calibration certificates
- Adhesion testers calibration certificates
- Shop detail drawings
- Layer works and backfill materials test certificates
- Concrete aggregates test certificates
- Reinforcement steel test certificates

- Welding procedure qualification record.
- Nuclear density gauges (Troxler) calibration certificates.
- Survey equipment calibration certificates.
- Concrete cube compressive strength testing machine calibration certificates.
- Scales calibration certificates.
- Soil testing equipment calibration certificates.
- NDT procedures.
- Corrosion protection procedure.
- Repair procedures.
- Welders' qualifications.
- Inspector qualifications.
- NDT operator qualifications.
- Painter qualifications.
- Material Certificates/ Piping Material/Welding Consumables
- Pressure Testing Calibration Certificates
- Pressure Test Record, including water test certificates
- Weld Maps
- Field density reports
- Welding Procedure Specification (WPS)
- Procedure Qualification Records (PQR)
- Non-Destructive Examination Map
- NDE Clearance
- Material Substitutions/ Hydro Test Exemptions.
- Earthworks inspection records including hold points
- Layer works inspection records including hold points
- Preconcert inspection records to slabs
- Preconcert inspection records to foundations
- Preconcert inspection records to columns and walls
- Reinforced concrete inspection records to slabs
- Reinforced concrete inspection records to foundations
- Reinforced concrete inspection records to columns and walls
- Reinforced concrete inspection records to pipe supports
- Concrete mix designs
- Non-conformance reports
- As built red line mark ups of all civil drawings showing as built positions and levels on site.
- As built 3d survey of completed works showing all mechanical structural and civil works including as built levels of subsurface drainage.
- As-built single line electrical diagrams
- As-built electrical wiring diagrams
- Electrical Certificate of Compliance (COC)
- Cable resistance measurements

3 Construction

3.1 Temporary works, Site services & construction constraints

3.1.1 *Employer's* Site entry and security control, permits, and Site regulations

The site is a National Key Point and the applicable regulations apply.

Site access is controlled by Transnet Pipelines.

3.1.2 The *Contractor* complies with the following site requirements of the *Employer*:

- a) Inductions
- b) All Contractor staff entering the facility will undertake an alcohol breathalyser test upon each entry to the site

- c) Covid-19 regulations
- d) Work permit procedures
- e) Transnet HSSE regulations
- f) Inductions
- g) Site access procedures
- h) Work permit procedures
- i) National Key Point regulations

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

- *Contractors* shall be allowed entry only through the official site entrance and shall be subject to security and alcohol checks
- *Contractors* shall only be authorised to access the defined operational work areas, site establishment areas and specified roads and pathways between these areas. The *Employer* shall retain the right to restrict access to particular paths where the security of the *Employers'* facilities are deemed to be at risk by free access.
- There shall be no access to tank farm/bunds, manifold areas, or other operation areas unless work is being completed in the specific area and a valid work permit has been authorised and is displayed at the work area.

3.1.4 Information to be obtained from site:

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

3.1.5 b) *Contractors* shall be deemed to have allowed for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be considered.

3.1.6 The *Contractor* complies with the following requirements of the *Employer*:

Work will not be allowed inside the manifold and tank bunds while product is being transferred.

3.1.7 People restrictions on Site; hours of work, conduct and records:

The following site restrictions apply:

- A. The maximum number of people working on site (Excluding management) may be 50
- B. The hours of work on this site are 08:00 to 16:00 weekdays.
- C. After hours work is at the discretion of TPL and shall not be permitted without prior arrangement for which 24 hours' notice is required.
- D. Weekend work is at the discretion of TPL and shall not be permitted without prior arrangement for which 48 hours' notice is required. The *Employer* reserves the right to recover any costs incurred as a result of providing Supervisory staff, Safety personnel and permit issuers as a result of *Contractor* working weekends.

3.1.8 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Mondays to Thursdays from 0800 to 1600 (excluding public holidays)

The *Contractor* set working times may differ from the standard site access times however these shall be restricted by the access allowed as listed in the *works* information and shall be sufficient to complete the *works* according to the agreed schedule. Where the *works* progress is behind schedule the *Employer* shall be entitled to require the *Contractor* to amend the working times and may extend site access to facilitate this at the *Employer's* discretion.

3.1.9 The *Contractor* shall not schedule any work for the period from the 15th of December to the 10th of January each year.

3.1.10 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

The daily records shall, as a minimum, include the following information:

- the names and duties of all personnel on site,
- equipment on site
- weather conditions,
- work permits,
- work planned and;
- work completed.

The daily record must be signed daily by the resident engineer and/or a designated representative of the Employer.

3.1.11 Health and safety facilities on Site to comply with OHS Act, the construction regulations and the project specific health and safety specifications.

3.1.12 The *Contractor* complies with the requirements of the safety specification as referenced.

3.1.13 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*.

3.1.14 Title to Materials from demolition and excavation

The *Contractor* shall have title to piping, rubble and soil removed with the permission of the *Project Manager* and which is not re-usable

All material to be removed from site shall be documented on a Gate Pass which shall be signed by the *Project Manager* ceding title of the material to the *Contractor*. The *Project Manager* shall have the authority to assess the quality of soil / fill according to the grade allowed in paragraph 3.1.13 and prohibit the removal material deemed to be of usable quality.

The title to the Materials indicated in this section shall remain the property of the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

- All engines, motors and pumps
- All valves
- All monitors, pourers, inductors, foam makers, hose reels, branch pipes, hydrants, booster fittings, sprinkler heads
- Tanks
- Adjustable pipe supports
- Soil / fill material which is reusable
- All sensors and detectors
- All Electrical Panels
- All PLC or other Control Panels
- Piping

3.1.15 Cooperating with and obtaining acceptance of others

The *Contractor* will not be the only *Contractor* executing works on site. Other *Contractors* that will be on site include Civil, Electrical and Instrumentation and Automation *Contractors*.

The *Contractor* shall at all times work in co-operation with other *Contractors* as well as *Employer* employees, granting them access to areas and *Employer* facilities where required to complete

their *works*. If this prejudices the *Contractor* and limits their ability to complete work or adhere to a programme the *Employer* has been previously made aware of, then the co-ordination of access shall be taken to the *Project Manager* to adjudicate so as to ensure the least impact to the project progress and cost. Claims for delays caused due to access granted to other *Contractors* will not be entertained where the *Contractor* allows access without advising the *Project Manager* of potential delays or other claims. Where access is granted with the understanding of a certain timeframe and the period of access exceeds this agreed period, the *Project Manager* should be made aware of this immediately so that he may address the matter in the most efficient and cost effective manner; in such cases claims may be entertained where proven delays or costs are incurred. Where the *Project Manager* requests the *Contractor* grant access despite the potential for delay or other claims having been specified, such claims will be accepted as per the agreement with the *Project Manager*.

The *Contractor* shall also note that works will be completed on operational sites and works will have to be co-ordinated so as not to severely limit access to the site as well as to correspond to other activities. Primary concerns in this regard are excavation works crossing roads and limiting access to areas and with regards to access to operational, tank and bund areas for the completion of works here. With regards to excavation, this shall be phased so as to not block two access routes at any one time (where two routes exist); where a single road is considered it may be possible to excavate and work on a number of crossings at one time, where other road access is available, where access would be cut off regardless and further excavations have no further impact to access or lastly where road access isn't required to an area effected.

The installation of piping and equipment onto fuel storage tanks, where the tanks or pipes will need to be emptied and gas freed shall be co-ordinated with the *Employer*. The *Contractor* shall allow two weeks for the *Employer* to empty and gas-free the tanks with this period starting after the *Contractors* installation to the previous tank has been completed such that fuel can be moved back into the previously emptied tank.

The *Contractor* shall be aware that work shall be completed in Zone 1 areas where the presence of fuel vapour should be expected and as such all processes should be completed with suitably rated equipment except where absolutely impossible (such as when cutting into or welding to the storage tanks).

The *Contractor* shall also co-operate fully with legitimate requirements of all statutory or regulatory authorities and bodies.

3.1.16 The *Contractor* performs the *works* and co-operates with:

- The Employer
- The Engineer
- The Employer's security contractor

3.1.17 Publicity and progress photographs

Taking of photographs and/or videos requires prior written approval and no resultant material shall be used for any purpose other than reporting to TPL on this project

3.1.18 The *Contractor* provides a notice board in terms of Transnet requirements at a location to be approved by the *Project Manager* on site.

The *Contractor* provides a notice board that will display contact numbers only in compliance with the Occupational Health and Safety Act 85 of 1993 and NERSA.

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

3.1.20 *Contractor's Equipment*

Contractor's Equipment shall in addition to statutory regulations, be subject to the TPL environmental standards and shall comply in terms of noise emission, leaking of fluids, refuelling and exhaust emissions.

The *Contractor* shall supply all equipment required for the execution of their duties in completing the works. The pricing for all equipment required to complete the works shall be deemed to be included in all submitted offers unless exclusions are clearly stated in the offer.

Plant and equipment required for the works will not be removed from site without notification to the *Project Manager*.

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

3.1.22 Repairs to vehicles or other equipment may only be completed by suitably qualified personnel. Repairs shall not be conducted on site, but the equipment should be removed from site to complete the repairs. Where equipment cannot be removed from site, a work permit shall be completed and signed to authorise repair work to be completed on site. Strict safety measures must at all times be employed in the execution of repairs:

3.1.23 *Equipment provided by the Employer*

No equipment will be provided by the *Employer* for the construction of the works.

3.1.24 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

No equipment will be provided by the *Employer* for the construction of the works.

3.1.25 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

No equipment will be provided by the *Employer* for the construction of the works.

3.1.26 *Site services and facilities:*

TPL supply only a water connection point to the *Contractor*. The *Contractor* shall be responsible for the reticulation of power and water on site as may be required.

The maximum water supply which TPL shall make available is listed in the C4 Site information and should the *Contractor* require supply over and above that specified for supply by TPL, the *Contractor* shall specify what surplus need exists, provide for the cost of this in the tender submission and shall be responsible to supply the required additional services as required.

The *Employer* will not supply any ablutions, office space, storage and workshop space.

3.1.27 The *Employer* provides the following facilities for the *Contractor*:

Limited to the water supply mentioned above

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

3.1.29 *Facilities provided by the Contractor:*

The *Contractor* shall provide all facilities not expressly stated to be provided by the *Employer* for the adequate provision and management of the works. These shall include but not be limited to:

- A furnished meeting room for 10 people
- Furnished office for the Resident Engineer
- A site office
- Ablution facilities

- Communication facilities
- Storage facilities
- Project management and documentation facilities as required by the roles of the *Contractor*
- Construction camp

3.1.30 The *Contractor* provides the following facilities for the Project Manager and Supervisor:

The *Contractor* shall provide an air-conditioned office, dedicated ablution facilities that will be serviced regularly and email facilities for the use of the *Employer's* project management team.

3.1.31 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.32 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.33 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* shall accurately set out the works to the standards required by SANS1200. This shall be done with cognisance given to the layout relative to existing services, facilities and buildings such that the normal operability of the facility is not compromised.

Where connection to existing facilities is required, the *Contractor* shall be aware that the drawings issued may require minor alteration in order to match the final onsite installation and this should be catered for in the work flow and allowed for in the costing.

3.1.34 The *Contractor* inspects and surveys the neighbouring property to this site on the side of the new deep separator pit is to be photographed and recorded by The *Contractor* prior to commencing the excavation of the separator pit, to protect The *Contractors* own interests. Co-ordination and / or liaison with adjacent landowners and agents of the *Employer* are the responsibility of The *Contractor*. Inspections must take place in conjunction with the Project Manager.

3.1.35 The *Contractor* inspects the work of third parties with which the *works* interfaces in conjunction with the *Project Manager*.

- Not applicable

3.1.36 Survey control and setting out of the *works*

Survey Control for the purposes of setting out the works will be provided by and is the responsibility of the *Contractor*.

3.1.37 Excavations and associated water control shall be the responsibility of the *Contractor* and the *Contractor* shall at all times keep excavations free of standing water.

3.1.38 The *Contractor* complies with all statutory requirements regarding the excavation and works within trenches and excavations. This shall include the provision of shoring and lateral support design and installation where the trench dimensions and soil conditions require it.

3.1.39 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* shall conduct the works in such a manner as to prevent the damage of any existing facilities whether known or unknown, buried or above ground. This may include extensive hand excavation, exploratory work and consultation with the *Employers'* site operations team.

The *Contractor* shall allow for underground scanning to be done of the works area.

Should existing buried services be identified, work immediately surrounding the services shall cease pending further instruction and the discovery shall be brought to the attention of the Project Manager immediately.

The Contractor shall be responsible for any damage, including incidental damage, caused by execution of the works; the repair of damaged existing facilities shall be completed at the Employers direction and may be completed by the Contractor or a third party at the Employers discretion.

The known services are indicated on the drawings provided and pipe and cable routes are extensively marked on site however this information is not guaranteed to be accurate or complete.

3.1.40 Control of noise, dust, water and waste

The contractor is to comply with the Construction Environmental Plan issued by TPL

3.1.41 Sequences of construction or installation

The Contractor is responsible for the sequencing of all construction and/ or installation, in accordance with the access granted by the Employer in order to meet the agreed programme.

3.1.42 The *Contractor* complies with the following:

Product transfer shall take precedence over the *works*. Activities shall not be allowed in the manifold and tank bund areas and hot work shall be limited at these times.

3.1.43 Giving notice of work to be covered up

The Contractor shall complete a permit before any filling operation and this shall be signed by the Project Manager or designated representative.

This requirement is primarily to ensure that the works being buried have been suitably completed, checked, commissioned and approved.

If this requirement is not adhered to by the Contractor and rework or excavation of facilities already covered without approval is required this shall not in any way prejudice the project; the time lost shall be recouped by the Contractor and no claims by the Contractor shall be entertained. Should the project be delayed by such actions the Contractor will be liable for any penalties enforceable under the Contract.

No pipeline joints shall be covered prior to passing a pressure test.

3.1.44 Hook ups to existing *works*

The new works shall be connected to:

- a) The existing storm water system.
- b) paving against existing buildings.
- c) The existing sewage system
- d) The existing firefighting system
- e) The existing firefighting control system
- f) The existing electrical MCC
- g) The existing bund drainage system

These connections shall be made with the minimum disruption and minimum period of non-provision of service possible.

Pipe wall thickness measurement is required at every proposed tie-in to verify sufficient existing material wall thickness for welding. Wall thickness test results are to be referenced to the tie-in number and presented to the *Employer*.

With regards to connections to existing fire water systems, the installation needs to be completed and hot commissioned up to the tie-in point and the connection spool piece must be prefabricated before the existing system is shut down for the connection. The connection spool must be tested and have passed all quality control requirements.

Welds on the existing firewater system shall be treated as Golden Welds.

All tie-ins may only be completed with the prior approval of the *Project Manager* and TPL Depot Manager and shall be coordinated to have the least possible disruption

3.1.45 The *Contractor* complies with the following constraints in the execution of the *works*:

- Access to operational areas of the site may be restricted by ongoing operations and coordination well ahead of required access shall be required.
- Activities shall not be allowed in the manifold and tank bund areas and hot work shall be limited at these times during product transfers.
- Particular attention needs to be made to the planning of works with connections to the existing system.
- Contractors are to ensure that all of their personnel employed on this contract are in possession of the necessary work permits and that all personnel are covered by the local workman's compensation requirements of the National Social Security Act.
- Responsibility for protection of all known services shall rest solely with the Contractor and he shall bear all costs which may arise as a result of any damage which he may cause to such services or which may arise as a result of his operations
- Any applicable Covid-19 regulations

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

Item of work	To be completed by
All red-lined construction drawings.	Within 10 working days prior to Completion.
All piping QC packs including test results	Within 10 working days prior to Completion.
All mechanical equipment check-out forms and test packs.	Within 10 working days prior to Completion.
The firefighting system has been proven to work in both local manual and remote manual operation, with flow test in both cases.	Prior to the commissioning of the separator and skimmer systems
Both rope skimmers have been proven to work	Within 5 working days prior to Completion.
The separator has been proven to work	Within 5 working days prior to Completion.
The outlet pump has been proven to work	Within 5 working days prior to Completion.
Provision of an electrical Certificate of Compliance for the works	Within 5 working days prior to Completion.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

De-establishment from site

3.2.3 Use of the *works* before Completion has been certified

- 1) Access stair ways and platforms for means of operator access over installed piping.
- 2) Fire access roads in the event of an emergency.
- 3) Pipelines where tie-ins for new works have taken place in order to maintain the normal operation of the existing pipelines. This include drainage pipelines

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

- 1) Access stair ways and platforms for means of operator access over installed piping.
- 2) Fire access roads in the event of an emergency.
- 3) Pipelines where tie-ins for new works have taken place in order to maintain the normal operation of the existing pipelines. This include drainage pipelines

3.2.5 Materials facilities and samples for tests and inspections

No materials facilities will be provided by the Employer. All materials testing facilities will be sourced by the Contractor.

The Contractor is to provide the following samples for tests and inspection prior to executing the works:

Civil & Structural

- 1) All insitu materials for layer works that are to be left in the works.
- 2) All imported materials for layer works that are to be left in the works
- 3) water proofing membranes
- 4) Plaster sand.
- 5) Underground sleeves.
- 6) DPC membranes
- 7) Slip joint materials
- 8) Grout below base plates.
- 9) Chemical or mechanical anchor bolts
- 10) Hand railing
- 11) Floor grating
- 12) Pile installation sleeves
- 13) Link-Seal closures around pipes for bund penetrations.
- 14) Sealant coating to spill basin floor.

Mechanical & Piping

- 1) All gaskets to be utilised. This includes permanent gaskets and temporary gaskets to be used for Hydrotest.

Concrete cubes

Post treatment water samples

3.2.6 The Contractor provides the Employer with the following :

Samples of gaskets for approval by the Employer prior to the Contractor ordering these.

Samples of any fill material

3.2.7 The Employer will not provide the Contractor with facilities for materials testing as described in ECC Clause 40.2.

3.2.8 Commissioning

Commissioning shall be done prior to Completion. The Contractor, including any sub-contractors, are to undertake the commissioning. The Contractor is to submit a commissioning plan for the works to the Employer and the Engineer to review and accept.

Commissioning shall take place in the presence of the Employer and the Engineer.

The Contractor shall give 2 weeks' notice of any Commissioning. Notice shall only be given once the commissioning plan has been accepted.

The commissioning plan shall be based on Transnet Pipelines commissioning and handover procedures.

3.2.9 The Contractor provides the following commissioning activities to bring the works in use in liaison with the Employer:

Electrical energisation

Flow testing of the firefighting system, including local and remote manual activation

Flow testing of the drainage system

- Hydrostatic testing
- Leak testing
- Rope skimmers
- Separator
- Outlet pump
- 3.2.10 Start-up procedures required to put the *works* into operation
 - Energisation of the electrical and control works
- 3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:
 - Commissioning of the entire works, including the firefighting, rope skimmers, separator and outlet pump
- 3.2.12 Take over procedures
 - Transnet Pipelines commissioning and handover procedures will be followed.
- 3.2.13 The *Contractor* provides the following assistance to the *Employer*:
 - Commissioning labour, materials and all things necessary
- 3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the final status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
 - All drawings and documents issued to the *Contractor*, all quality documents, manuals and records are to be handed over to the *Project Manager* stamped and signed as as-built.
- 3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance and Operating Manuals at the earlier of take-over or Completion.
- 3.2.17 Where the *Contractor* has presented quality documentation and as-built records to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.2.18 Access given by the *Employer* for correction of Defects
 - The correction of defects shall take place in the operational depot and shall only be done at times suitable to the *Employer*.
- 3.2.19 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
 - Transnet Pipelines HSSE requirements at the time of the corrections
- 3.2.20 Performance tests after Completion
 - Nil
- 3.2.21 The *Contractor* performs the following performance tests after Completion of the *works*:
 - Not applicable
- 3.2.22 Training and technology transfer
 - The Contractor shall provide training on the works.
 - Specific training shall be given on the skimmers and separator.
- 3.2.23 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:
 - The *Contractor* shall provide onsite training, including physical manuals, to 10 of the *Employer's* staff

3.2.24 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

Nil

3.2.25 Operational maintenance after Completion

3.2.26 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

The Contractor shall inspect, and adjust where necessary, the works monthly for a period of 12 months after completion, and provide a written report on each inspection within 5 working days of the inspection.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations at the Site:

Underground scanning

Trial holes

Electrical system investigations for the purposes of wiring the motors

Control system investigation for the purposes of wiring the control valve and connecting it to the existing control system

4.2 Building works

4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works Information* and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.
- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1 See the attached specification – 19208-C-Spec-01 Rev 0
- 4.3.2 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.4 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.5 Within SANS 1200: GENERAL, the following amendments and interpretations shall apply:
 - Where the word or expression "Employer" is used, read "*Employer*";
 - Where the word or expression "Contractor" is used, read "*Contractor*";
 - Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
 - Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.6 Within SANS 1200: GENERAL 2.3 DEFINITIONS, the following apply:
 - "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
 - "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
 - "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.7 Within SANS 1200: GENERAL 2.6 APPROVAL, the following applies:
 - "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.8 SANS 1200: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

- 4.3.9 SANS 1200: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.
- 4.3.10 Within SANS 1200: GENERAL 7.1 PLANT, the following applies:
Where the word or expression "Plant" is used, read "Equipment".
- 4.3.11 SANS 1200: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.3.12 SANS 1200: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.
- 4.3.13 Within SANS 1200: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
Where the word or expression "specification" is used, read "Works Information".
- 4.3.14 SANS 1200: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.3.15 Within SANS 1200: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "*Supervisor*".
- 4.3.16 SANS 1200: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety.
Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.3.17 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 Electrical & mechanical engineering works

- 4.4.1 See the attached specification – 19208-Spec-RT-Rev0
- 4.4.2 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

4.5 Process control and IT works

- 4.5.1 See the attached specification – 19208-Spec-RT-Rev0

4.6 Other [as required]

Transnet specifications as included.

5 List Of Documents

5.1 Documents issued by the *Employer*

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

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

Document number	Revision	Title
19208-M-DTS-01	A	Sump Outlet Pump Datasheet
19208-Spec-Pumps-RT	0	Pump Specification

19208-Spec-RT	0	Project Specification – Mechanical and Electrical Works
19208-C-Spec-01	0	Project Specification – Civil and Structural Works
JW053/12/D328	1	Waltloo Fuel Farm Structures Geotechnical Investigations
Waltloo Permit 2018		Industrial Effluent Disposal into the Municipal Sewerage Systems
19208-D01	C	Site Layout
19208-D02	A	Demolition Layout
19208-D03	A	Driveway Layout Plan and Details
19208-GN01	A	General Notes
19208-RC01	E	Spill Basin Concrete Details
19208-RC02	D	Bund Drainage Concrete Details
19208-RC03	C	Separator Bund Concrete Details
19208-ST01	B	Valve Chamber Cover Plate Layout and Details
19208-ST02	A	Cat Ladder Details
19208-M-001	A	General Arrangement
19208-P-001	A	Process & Instrumentation Diagram Fire Fighting Manifold and Pump Bay
19208-P-002	A	Sump Outlet Pump Schematic
3975-6		K40 K20 Foam Water Sprinklers
19208-M-DTS-02	A	Inbal Valve
19208-E-01		Drawing single line S.N. 24 Feb2021V3
MECH_STD_012		Orifice Plate Details
		Waltloo Geotechnical Core Logs
		Waltloo Geotechnical Report Final
		Waltloo Permit 2018
19208-BOQ	A	Tender BOQ

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Interval	Venue	Attendance
Project Programme Development Meeting	Contract Award	DBN	Employer, Contractor, Project Manager
Site Handover Meeting	Site Handover	On Site	Employer, Contractor, Supervisor, Project Manager
Risk Register and Compensation Events (Risk Reduction Meeting)	Bi- Weekly following either a Coordination meeting, Progress meeting or Technical meetings	On Site	Project Manager, Supervisor, Contractor, (Employer)
Overall Contract Progress and Feedback Meeting.	Monthly	On Site	Employer, Contractor, Supervisor, Project Manager
Coordination Meeting	Weekly	On Site	Contractor, Employer representative (Site Manager)
Technical Meeting	Monthly	On Site	Project Manager, Supervisor, Contractor
SHE Meeting	Monthly following progress meeting.	On Site	CM, SHEQ, PM, Supervisor, Contractor
Safety Action	Monthly following Technical meeting.	On Site	CM, SHEQ, PM, Supervisor, Contractor
Safety Pre-Mobilisation	Site Handover Meeting	On Site	CM, SHEQ, PM, Supervisor, Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

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

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of Transnet

- 6.2.1 Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted is accurate in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting these

requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

- 6.2.2 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information
- 6.2.3 with new and unique numbering and notes of the revisions included in the document.
- 6.2.4 All drawings supplied shall comply with the Programme CAD ISO Standards.
- 6.2.5 It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- 6.2.6 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 6.2.7 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- 6.2.8 The required format of documentation and data shall as a minimum be as follows:-
- Pre-Construction - Hard Copy (full size) and PDF format
 - Construction - Hard Copy (full size) and PDF format
 - Red Lined - Hard Copy (full size) and PDF format
 - Certified As-Built / Final - Hard Copy (full size) and 'Native' file and PDF format
- 6.2.9 The required number of copies of documentation and data shall be specified in the 'Contractor Documentation Schedule' (CDS). The required number of copies shall as a minimum be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- 6.2.10 The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- 6.2.11 Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- 6.2.12 The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

6.3 Safety risk management

- 6.3.1 The *Contractor* complies with the following SMP (safety management plan) SOP and the Transnet safety arrangements and procedural compliance:
- HO_1244_SMP001
 - 5.42 E4E (TRANSNET)Jan2004
 - SHE/STD 5.43
 - SHE SPECIFICATIONS ANNEXURE C3.6
- 6.3.2 The *Contractor* ensures that its sub-contractors comply with the requirements of the SMP, SHE/STD 5.43 and 5.42 E4E.
- 6.3.3 The *Contractor* performs the *works* having due regard to the HSE File Content and Audit Checklist.

- 6.3.4 The HSE File Content and Audit Checklist is:
SHE/STD. 5.43 (4.4.6.29)
- 6.3.5 The *Contractor* makes the SMP, SHE/STD 5.43 and 5.42 E4E available to its employees and Subcontractors' in the *language of this Contract* and other local languages as required.
- 6.3.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the SMP.
- 6.3.7 The CM (Construction Manager) is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- 6.3.8 The CM specific tasks (in the context of the SMP) include but are not limited to:
- Ensure occupational health and safety compliance (*Construction regulations 2014*)
 - Must appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. (*Construction regulations 2014*)
 - Must be in possession of the most recently update fall protection plan at all times. (*Construction regulations 2014*)
- 6.3.9 The PSSM (Project Site Safety Manager) is responsible for ensuring that the *Contractor* complies with the Occupational Health and Safety Act and Regulations including the Construction Regulations as well as the SMP, SHE/STD 5.43 and 5.42 E4E. The PSSM acts on behalf of the *Contractor*.

The *Employer* will appoint an agent as per the construction regulations for the application of a work permit. The contractor is to comply with the requirements of the permit application to ensure an efficient application process

A baseline risk assessment as per the *Employers* obligation in respect of the construction regulations will form part of the SHE documentation submitted to the contractor in order to conduct task specific risk assessments and is contained in Annexure C 3.5

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with the following CEMP:

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

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

The PES describes more particularly the environmental standards applicable to the *works*, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

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

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area

- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

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

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

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

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

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

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The list below is a list of some of the other issues that the *Contractor* must ensure he has planned for to meet the requirements of the environmental specifications. It is not a comprehensive list but serves as a guide:

- Cement and concrete batching
- Workshop and maintenance of plant
- Protection of natural fauna and flora
- Protection of historical and archaeological artefacts

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate has been issued by the SHEC and signed off by the *Project Manager*.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

Scope

The standard applies to all activities relating to the planning of the Site, Site establishment, operation of the Site and closure of the Site.

Site plan

The *Contractor* shall establish his construction camps, offices, *workshops*, staff accommodation and any other facilities on the Site and Working Areas in a manner that does not adversely affect the environment. However, before construction can begin, the *Contractor* shall submit to the *Project Manager* for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the *Contractor* proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and *workshop*-derived effluents. The Site offices should not be sited in close proximity to steep areas. It is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen Site, the *Contractor's* intended mitigation measures shall be indicated on the plan.

Sewage

Particular reference in the Site establishment plan shall be given to the treatment of sewage generated at the site offices and staff accommodation and at all localities on the Site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the CM.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a Subcontractor. The type of sewage treatment will depend on the location of the Site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural watercourse or water retention system. The waste material generated from these facilities shall be serviced on a regular basis.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the *works*. Use of the veld shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The *Contractor* shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the *Project Manager*.

Effluent Management

All effluent water from the camp / office Sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

Waste Management Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

Examples of typical construction waste which, could be expected on the Site are indicated in the following table:

TABLE 2: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION

WASTE	CLASSIFICATION	
	HAZARDOUS	NON-HAZARDOUS
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Waste paint and/or solvent	X	
Waste oil	X	
Phenolic waste	X	
Waste concrete		X
Rubble (not contaminated by oil or organic compounds)		X
Waste containing appreciable properties of fibrous asbestos	X	
Sewerage sludge	X	
Scrap metal		X
Explosive waste	X	
Waste timber		X
Waste Cable		X
PCB waste	X	
Waste plastic		X
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Domestic waste		X

Scope

The standard applies to all construction, commissioning and Site activities that may lead to the generation of waste.

Approach

Waste is grouped into general or hazardous, depending on its characteristics. The classification determines handling methods and the ultimate disposal of the Material.

General waste to be expected during construction includes the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

Hazardous waste is waste, which has the potential, even in low concentrations, to have a significant adverse effect on public health and/or the environment. This would be on account of its inherent chemical and physical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other property.

Waste avoidance and minimisation

A ladder approach to waste management is encouraged. Waste should preferably be managed in the following order:

- Prevent: by waste avoidance and minimisation during production
- Recycle: waste recycling, recovery and utilisation
- Treat: waste treatment in order to reduce toxicity and to minimise the quantities of waste
- Disposal: waste disposal, probably by incineration, destruction or landfill

Waste Management

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

- The classification of waste determines handling methods and the ultimate disposal of the Material. The *Contractor* shall manage hazardous wastes that are anticipated to be generated by his operations as follows:
- Characterise the waste to decide if it is general or hazardous
- Obtain and provide an acceptable container with label
- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the *Contractor's* waste environment management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal Site
- Provide documentary evidence of proper disposal of the waste

The EO will work in conjunction with the *Contractor's* construction safety and industrial hygiene personnel to create a *Contractor's* Hazardous Materials Management. This program will establish the necessary protocol for proper handling and removal of hazardous Materials on the Site.

Information on each hazardous substance will be available to all persons on Site with the EO. Training and education about the proper use, handling, and disposal of the material will be available to all workers who will be handling the Material.

The EO must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

The *Contractor* shall manage NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by operations as follows:

- Determine if waste is non-hazardous and obtain containers for waste storage
- Notify waste hauler when container is full so that it can be removed and replaced with an empty

On the Project, however, waste generating entities are directed to control the generation of non-hazardous waste by:

- Eliminating waste generation or reducing the total volume
- Reducing the degree of contamination of waste generated
- Reclaiming materials otherwise considered waste

The *Contractor* shall therefore recycle NON-HAZARDOUS / GENERAL WASTE that are anticipated to be generated by its operations as follows:

Obtain and label recycling containers for:

- Office Waste
- Aluminium and steel cans
- Glass Bottles
- Scrap Metals
- Waste Timber
- And locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

Spent batteries, circuit boards, and bulbs, while non-hazardous, require special collection and handling.

Vehicle and Equipment Refuelling Objective

To eliminate / control fuel and oil spillage at refuelling facilities

Scope

The standard applies to all refuelling, lubrication and oil changing requirements on all vehicles and machinery.

Refuelling

Engine driven compressors, pumps, air conditioners, and arc welders can have small leaks (usually oil) that can accumulate to become spills, which require clean up. These leaks become more evident if the equipment remains in the same place for an extended period of time. Damaged fuel tanks, fuel hoses, and fuel pumps can be sources of significant fuel leaks. Hydraulic systems can blow gaskets or hoses resulting in large quantities of hydraulic fluid spilled to the ground and under lock and key arrangements.

Control

No vehicles or machines shall be serviced or refuelled on Site except at designated servicing or refuelling locations, no oil or lubricant changes shall be made except at designate locations, or in case of breakdown or emergency repair.

The *Contractor* shall store fuel and oil at a secure area, which shall be bunded and designed with a liner or paved surface to prevent spillage from entering the ground.

The *Contractor* shall provide details of its proposed fuel storage and fuelling facility to the EO for approval, the design shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 15 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

Spill Response

The *Contractor* shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 115 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

The *Contractor* shall provide details for approval of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous Materials. The plan will show measures to be taken to remove contaminated soils from Site and demonstrate complete removal of contamination.

The *Contractor* shall instruct construction personnel on the following spill prevention and containment responsibilities:

- Repair all leaks of hydrocarbons or chemicals as soon as possible
- Take all reasonable means to prevent spills or leaks
- Do not allow sumps receiving oil or oily water to overflow
- Prevent storm water run-off from contamination by leaking or spilled drums of oil or chemicals
- Do not discharge oil or contaminants into storm sewer system

If a spill to land occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Actions necessary to prevent the spill from contaminating groundwater or off Site surface water
- Disposal of contaminated Material to location designated thereto
- Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment Equipment.

If a spill to water occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Notifying the appropriate on-Site authorities
- Actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent Material
- Proper disposal of spilled Material

Spray Painting and Sandblasting

Objective

To ensure that all spray painting and sandblasting on Site is done in a controlled manner where appropriate measures are taken to prevent paint contamination of the soil and to ensure that sandblasting grit/media is properly disposed of.

Scope

All spray painting and sandblasting on Site.

Spray Painting and Sandblasting

Spray painting and sandblasting should be kept to a minimum. All painting should as far as practicable be done before Equipment and Material is brought on Site. Touch up painting is to be done by hand painting or by an approved procedure. A method statement shall be submitted to the SHEC for approval.

The *Contractor* will inform the EO of when and where spray painting or sandblasting is to be carried out prior to commencement of *work*. The EO will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

NB: If the area is in confined or high areas then a protection plan is to be issued for approval.

Dust Management

Objective

The *Contractor* (associated with activities such as earth works, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the EO.

Scope

Control of dust on the construction Site and access roads

Dust Management

Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

Dust to be controlled on unsurfaced access roads and Site roads using sprayed water. The *Contractor* is responsible for managing dust generated as a result of his activities. The CM will be responsible for the dust control of the Site and Working Areas.

Some dust control measures, which are normally applied during construction, are presented in this section for inclusion by the *Contractor* in the *Contractor's* dust control method statement.

These dust-mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20 km/h
- Wash the paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required

Environmental friendly soil stabilisers may be used as additional measures to control dust on gravel road and construction area

- Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)
- Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, to prevent wind-blown dust.
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

Water for dust control shall be taken only from approved sources.

Storm Water and Dewatering Management

Objective

To ensure that storm water and dewatering drainage across the Site occurs in a manner that will negate contamination by oils, fuels, litter and other waste and that will prevent erosion of the construction terrace.

Scope

All dewatering activities

Storm Water and Dewatering Management

Water is a valuable resource in the area. Both the quality and quantity of water used by the *Contractor* should be considered in making resource conservation plans.

Potential construction phase impacts on surface water and groundwater are associated with construction are run-off and percolation, dewatering activities, and miscellaneous liquid wastes associated with construction activities.

In general, construction activities may affect water quality and/or quantity of ground water and/or surface water of the area.

The *Contractor* shall be aware that, apart from run-off from overburden emplacements and stock piles, storm water can also be contaminated from batch plants, *workshops*, vehicle wash-down pads, etc., and that contaminants during construction can include hydrocarbons from fuels and lubricants, sewerage from Employee ablutions, even excess fertiliser from rehabilitation areas, etc.

The *Contractor* shall take cognisance of the fact that discharges to controlled waters such as the sea, rivers, or groundwater or to sewerage systems are controlled under the South African Water Legislation.

Surface run-off

Construction activities such as surface grading and excavation will disturb surface areas on Site. This will increase the potential for soil erosion and subsequent sediment transport during periods of precipitation run-off or when excavation dewatering is required. Construction activities also have the potential to change local surface drainage and sediment transport patterns, Site floodplain delineation, and percolation rates into the soil.

Dewatering

Dewatering during the groundwork produces a surface water discharge that may require collection and sedimentation. Dewatering has also the potential to effect groundwater quality and quantity.

Wastewater

Liquid wastes including used solvents, used lubricating oils, chemical flushing agents, spill cleanup wastes, painting wastes, and concrete mixing drum washings, etc., have the potential to affect surface water and groundwater quality.

General

- Temporary drainage must be established on Site during the construction period and until permanent drainage is in place. *Contractors* are responsible for maintaining the temporary drainage in their areas. The *Contractors* must provide secondary drainage that prevents erosion
- *Contractors* must effect good housekeeping in their areas to prevent contamination of drainage water
- The *Contractor* shall clear stagnant water

Specific water Management measures (surface and groundwater) for incorporation by the *Contractor* in the CEMP include the following:

- The *Contractor* shall ensure that no contaminated surface water shall flow off Site as a result of *Contractor* operations. Silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no run-off from the SITE except at points where silt traps are provided.
- If applicable, the *Contractor* shall be responsible for collection, management, and containment within the Site boundaries of all dewatering from all general Site preparation activities. The dewatering water shall be contained within the Site boundaries by sequentially pumping or routing water to and from sub-areas within the Site as the construction activities proceed. No discharge of dewatering water to off Site land or surface water bodies will be allowed
- On Site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches, and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0,2% or as otherwise indicated.
- Ditches shall be designed to carry a 25-years storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches
- Culverts shall be designed to ensure passage of the 25-year storm peak run-off flow.
- Both structural and non-structural (vegetative) erosion control measures will be designed, implemented, and properly maintained in accordance with best management practices which will include the following:
 - Scheduling of activities to minimise the amount of disturbed area at any one time
 - Implementation of re-vegetation as early as feasible
 - Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extent feasible at drainage ditches.
 - Compacting loose soil as soon as possible after excavation, grading, or filling
 - Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary beams or swales, small sedimentation basins, and gravelled roads to minimise transport of sediment
- Implementing the erosion and sedimentation control plan and ensuring that construction personnel are familiar with and adhere to the plan

- Managing run-off during construction
- The *Contractor* shall be responsible for checking and maintaining all erosion and sedimentation controls

Rehabilitation

Objective

To ensure that all areas affected by the project are appropriately rehabilitated and revegetated in a manner congruent with the surrounding biophysical environment. The prevention of the spread of alien invasive species.

Scope

All areas affected by the project including laydown areas.

Rehabilitation

The *Contractor* shall rehabilitate their laydown area upon Completion of work on Site. A rehabilitation plan will be submitted to the EO for approval at least six weeks before Completion. The following are critical issues to be included in that rehabilitation plan:

- Details of soil preparation procedures including proposed fertilisers or other chemicals being considered for use.
- A list of the plant species that will be used in the rehabilitation process. Note that these should all be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified botanist should be sought in developing this list.
- Procedures for watering the planted areas (frequency of watering, methodology proposed).
- An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring the rehabilitation successful).
- Procedures for the prevention of the establishment and spread of alien invasive species.

Noise Management

Objective

To maintain construction noise at the Site within required limits.

Scope

Construction noise at the construction Site.

Noise Management

- Keep all Equipment in good working order
- Operate Equipment within its specification and capacity and don't overload machines
- Apply regular Maintenance, particularly with regards to lubrication
- Operate Equipment with appropriate noise abatement accessories, such as sound hoods

Noise control measures for incorporation by the *Contractor* in its noise control plan shall include the following:

- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, so that it will not produce excessive or undesirable noise when it is released.
- All the *Contractors'* Equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SABS Code 0103:1983*, for construction plant noise generation.
- All the *Contractors'* vehicles shall be fitted with effective exhaust silencers and shall comply with *Road Traffic Act (Act 29 of 1989)* when any such vehicle is operated on a public road.

- If on Site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (*Occupational Health and Safety Act* (Act 85 of 1993).
- Normal machine working hours will be 06:00 – 22:00 Monday to Saturday. Outside these hours machine operations will be subject to approval. This does not define shift hours

Protection of heritage resources

Objective

To ensure the protection of archaeological, historical artefacts, or heritage resources discovered during construction activities.

Scope

Archaeological, historical artefacts or heritage resources discovered on or near the Site.

Archaeological Sites

If an artefact on Site is uncovered, work in the immediate vicinity shall be stopped immediately. The *Contractor* shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Resources Agency is to be contacted who will appoint an archaeological consultant. The *work* may only resume once clearance is given in writing by the archaeologist.

Discovery of an item of historical value or stopping the works would fall under compensation events 60.1(4) and/or (7), despite the manner in which the Works Information is written here.

Graves and middens

If a grave or midden is uncovered on Site, or discovered before the commencement of *work*, then all *work* in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the Site where the exhumed remains can be re-interred.

Fire prevention

Objective

To minimise the risk of uncontrolled fires.

Scope

All activities on or near the Site that could initiate an uncontrolled fire.

Fire control

Fires shall only be allowed in facilities or Equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office Sites. All conditions incorporated in the requirements of the Occupational Health and Safety Act shall also be implemented.

Supply of water for human use

Objective

To ensure that there is an adequate, safe water supply for all personnel on Site.

Scope

Managing the water supply on Site and controlling the abstraction of water from natural resources in the area.

Collection of water from natural resources

No water for domestic use (drinking water or for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the *Project Manager*. Such permission shall only be granted once it can be shown that the water is safe for use that there is sufficient water in the resource to meet the demand, and once permission has been obtained from the Department of Water Affairs in accordance with the requirements of the Water Act.

Provision of drinking water

Water for human consumption shall be available at the Site offices and at other convenient locations on site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction Site.

Protection of livestock or game and the collection of firewood

Objective

To prevent illegal activities potentially perpetrated by Site staff and to prevent the killing of any animals trapped in construction *works* or discovered on the construction Site or surroundings.

Scope

Managing the activities of Site staff during and after hours

Poaching of livestock or game

On no account shall any hunting or fishing activity of any kind be allowed. This includes the setting of traps, or the killing of any animal caught in construction *works*.

Killing of animals

On no account shall any animal, reptile or bird of any sort be killed. This specifically includes snakes or other creatures considered potentially dangerous discovered on Site. If such an animal is discovered on Site an appropriately skilled person should be summoned to remove the creature from the Site. Consideration should be given to selection and nomination of such a person prior to Site establishment. Where appropriate, training should be provided to at least two Site staff members.

Collection of firewood

The *Contractor* shall provide adequate facilities for all his staff so that they are not encouraged to supplement their comforts on Site by accessing what can be taken from the natural surroundings. The *Contractor* shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

Environmental Awareness Training

An Environmental Awareness Program is considered a necessary part of the Construction Environmental Management Plan for the Project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed to be defined in the relevant Method Statement to be prepared by the *Contractor*.

Objectives of environmental awareness training are:

- Environmental Management – protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources
- Regulatory compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in regional and local regulations
- Problem recognition and communication – training personnel to recognise potential environmental problems, i.e. spills, and communicate the problem to the proper person for solution
- Liability control - non-compliance with regulatory requirements can lead to personal and corporate liability.

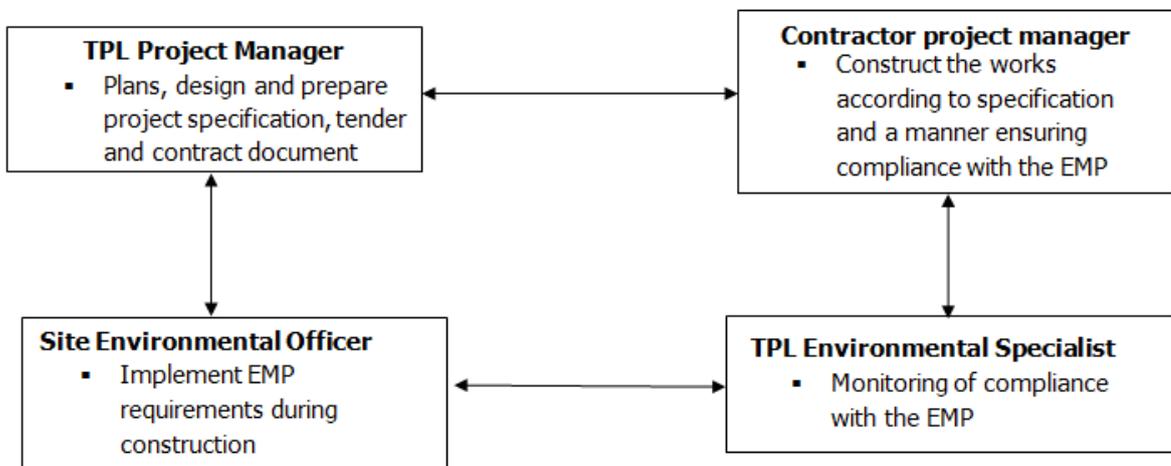
All individuals on the Project construction Site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have the same degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental Sections and the least for the manual personnel.

The *Contractor* shall keep a record of all the environmental related training of the personnel.

6.4.3 The *Contractor* shall comply with the Standard Environmental Specification ENV-SOP-004

The Contractor shall utilise the Standard Environmental Specification to identify the environmental impacts that will occur as a result of their activities and then incorporate how these impacts will be prevented or managed into a project specific Environmental Management Plan (EMP) for approval by the TPL *Environmental Specialist*.

6.4.4 The lines of communication of the various personnel acting on behalf of the TPL Project Manager who communicate to the Contractor and his key persons with respect to the approved EMP are indicated below and will need to be included in the approved EMP.



6.4.5 The TPL *Environmental Specialist and Project Manager* is responsible for ensuring that the *Contractor* complies with the approved EMP. The TPL *Environmental Specialist* acts on behalf of the *Project Manager*.

The *Environmental Specialist* specific tasks are to be included in the approved EMP and include:

TPL *Environmental Specialists* will be responsible for ensuring that the approved EMP and associated environmental documents or requirements are implemented. The *Environmental Specialists* will report functionally to the TPL *Environmental Manager* and relevant TPL *Project Manager*.

The specific tasks during construction stage will include:

- Liaison with environmental authorities where necessary.
- Review all environmental documents from the *Contractor*, including sign off.
- Conduct audits as and when required.
- Inspect environmental incidents and check corrective actions.
- Conduct environmental incident enquiries.

6.4.6 The *Contractor Project Manager* is responsible (in the context of the approved EMP only) for environmental management on the site and/or working areas and reports to the TPL *Project Manager and Environmental Specialist*. The *Contractor Project Manager* acts on behalf of the TPL *Project Manager*.

The *Contractor Project Manager* specific tasks are to be included in the approved EMP and include:

- To ensure implementation of the requirements of the approved EMP on a daily basis through supervising of work.
- Work closely with the *Site Environmental Officer* to ensure that the requirements contained in the approved EMP are delivered.

6.4.7 The *Site Environmental Officer* (SEO) is responsible, inter alia, for day-to-day environmental management on the site and/or working areas through the implementation of the approved EMP. The SEO reports directly to the *Contractor Project Manager*.

The SEO's specific tasks are to be included in the approved EMP and include:

The contractor shall assign one of its employees as a SEO in order to ensure the implementation of the following duties:

- Ensure that environmental issues receive adequate attention during site induction.
- Prepare and conduct awareness training (posters, tool box talks, and signage) of contractor's personnel on site.
- Implementation of environmental related actions arising out of minutes from SHE Meetings.
- Conduct daily or weekly inspection of the work area using an environmental checklist and keep records on the file.
- Monitor compliance with the approved EMP.
- Maintain site documentation related to environmental management (permits, EMP, audit reports, monitoring results, and receipts of waste removal etc.).
- Inspect and report on environmental incidents and check corrective actions.
- Keep records photographic of all environmental incidents.
- Keep records of environmental incidents, hazardous substance register, complaints register and environmental non-compliance register.
- Close out of environmental incidents.
- Ensure that environmental signage and barriers are correctly placed.
- Take required corrective actions within specified time frames.
- Compilation of project environmental management file.

6.4.8 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the site specific Induction Programme prior to commencing any *work* on site. If new personnel commence work on the site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental requirements on site as per the approved EMP.

A copy of the *Contractors* approved EMP shall be available on site, and the *Contractor* shall ensure that all the personnel on site (including Sub-Contractors and their staff) as well as suppliers are familiar with and understand the content and requirements of the approved EMP.

The *Contractor* shall ensure that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the approved EMP before they arrive at site and off load any material.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the TPL *Project Manager and Environmental Specialist*. The *Contractor* shall clear and clean the site and/or working areas to the satisfaction of the TPL *Project Manager and*

Environmental Specialist and ensure that everything not forming part of the *works* is removed from the site.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* as appropriate), the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the Contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the Contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described in the Works Information, together with the associated environmental method statements.
- 6.6.2 The *Contractor* is responsible for the development of the construction programme.
- 6.6.3 The *Contractor* complies with the *Employer's* programme in terms of issuing of designs, works information and durations for employer design completion when he submits his first programme. The programme shall also adhere to the milestones stipulated in the programme and the Contract data; should the dates not be met in the Contractors programme this shall be clearly noted by the Contractor and the reason for the non-compliance explained.
- 6.6.4 The *Contractor* complies with the *Employer's* programme's preliminary durations when he submits his first programme:
- Establishment on site – 2 weeks after award
 - Submission of Contractor's design – 1 month after award
 - Completion of the Works – 5 months after establishment

- 6.6.5 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.6 The *Contractor* uses Primavera version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.7 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.8 The *Contractor's* programme shows duration of operations in working days; the working hours per day and week are to be indicated either here or elsewhere in the tender submission.
- 6.6.9 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between Engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code where stipulated by the Employer at any stage. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - A narrative status report, which includes programme deviations, delays incurred, current measure of progress, coordination requirements within the following two weeks, deliverables within the following two weeks and the progress status pertaining specifically to these activities. The report shall also indicate the actual current resources on site, the forecast resource requirements for the following week and where progress is behind the records of required and actual resources for the two weeks preceding the report must also be indicated.
- 6.6.10 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.11 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.12 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall Contract utilising the earned values as calculated by the detailed progress report.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas in order to suitably ensure the safe and environmental execution of the works. The *Contractor* is referred to Annexure C3.5

- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed

The CSHEO submits daily, weekly and monthly checklists to the SHEC.

6.7.4 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates.

6.8 Training workshops and technology transfer

6.8.1 The *Contractor* facilitates the following requirements for training workshops with regard to technology transfer to include but not be limited to the following :

- Operation and maintenance of the firefighting system
- Operation and maintenance of the rope skimmers
- Operation and maintenance of the separator
- Operation and maintenance of the sump pump

6.8.2 The *Contractor* hosts the training workshops on site

6.8.3 The *Contractor* provides hard copy and soft copy documentation for the operation and maintenance for 10 of the Employer's personnel.

6.8.4 The *Contractor* arranges for the following technology transfer to the *Employer*:
Operating manuals, training manuals, quality data book and as-built information.

6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

- 6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

- 6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work (if appropriate); and
 - Time sheets of all employees
 - Actual costs for items not included in the tender submission
- 6.12.2 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work (if appropriate);
 - Records of Equipment used and people employed outside the Working Areas (if applicable); and

7 Procurement

7.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

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

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*
 - Doing business with family members
 - Having a financial interest in another company in our industry

7.2 The Contractor's Invoices

- 7.2.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: 4720103177;
Invoice number;
The *Contractor's* VAT Number; and
The Contract number
The invoice contains the supporting detail: approved payment certificate
- 7.2.4 The invoice is presented either by post or by hand delivery.
- 7.2.5 Invoices submitted by hand are presented to:
Transnet Pipelines
Anton Lembede Street
Durban
For the attention of The Contract Administrator, Transnet Capital Projects
- 7.2.6 The invoice is presented as an original.

7.3 People

7.3.1 Minimum requirements of people employed on the Site

All of the Contractor's employees shall:

- meet the requirements of a National Key Point.
- be legally entitled to work in South Africa
- Be suitability trained and competent for their role
- Be physically and mentally fit for their role

7.4 Subcontracting

7.4.1 Preferred subcontractors

Drizit is the preferred subcontractor for the refurbishment of the separator.

7.4.2 Where the *Contractor* employs a sub-contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a sub-contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such sub-contractor complies with the CEMP, SES and PES (as required by the *Works Information*) as appropriate and that the sub-contract documentation places back-to-back obligations on the sub-contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per the *Works Information*.

7.4.3 Where the *Contractor* employs a sub-contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a sub-contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such sub-contractor complies with the PIRPMP (described in the *Works Information*) as appropriate and that the sub-contract documentation places back-to-back obligations on the sub-contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as the *Works Information*.

7.4.4 Where under the CEMP as described in the *Works Information*, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a sub-contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

7.4.5 Attendance on sub-contractors

The employer reserves the right for sub-contractors to attend progress meetings or any other

7.4.6 Limitations on subcontracting

The *Contractor* may not sub-contract more than 25% of the works.

7.5 Plant and Materials

7.5.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

7.5.2 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

- 7.5.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 7.5.4 Plant & Materials provided “free issue” by the *Employer*
- Angus bund foam pourers – available on site
 - Drizit TCPS 40 Oil / Water Separator – available on site
 - Floating Weir Skimmer, 75mm – available on site
 - Separator Process Pump – available on site
- 7.5.5 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:
- Angus bund foam pourers – available on site
 - Drizit TCPS 40 Oil / Water Separator – available on site
 - Floating Weir Skimmer, 75mm – available on site
 - Separator Process Pump – available on site
- 7.5.6 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 7.5.7 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:
- Written receipt, documented and transmitted to all parties.
- 7.5.8 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided “free issue” by the *Employer*.
- 7.5.9 *Contractor’s* procurement of Plant and Materials
- 7.5.10 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:
- The requirements for quality control, quality assurance, Material certificates, approvals and conformance are indicated in the data sheets and specifications. These are to be adhered to. All equipment is to be permanently marked with identification either forming part of or affixed to the structure of the equipment.
- 7.5.11 The *Contractor* provides the following spares and consumables to the *Employer*:
- All critical spares as defined by the supplier or manufacturer of the equipment.

7.6 Tests and inspections before delivery

- 7.6.1 The *Contractor* carries out all necessary tests and inspections before delivery. Third party inspections are to be carried out as required by legislation, regulations and health and safety standards (incl. design codes).

7.7 Marking Plant and Materials outside the Working Areas

- 7.7.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas as per the contract data.

7.8 Contractor’s Equipment (including temporary works).

- 7.8.1 The *Contractor* provides the *Project Manager* with Professional Engineer Approval of the following category of Equipment (or similar) for the execution of the *works*:

- Scaffolding
- Shoring
- Other items are required by legislation and regulations

7.9 Preparation of post Completion contracts

7.9.1 The contractor will be required to facilitate the preparation and signing of maintenance contracts with suppliers should the employer wish to do so after the completion of the works.

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

C3.2.1 Contractor's Design

The contractor is to design the following:

- Dewatering
- Work shop drawings and details
- All temporary works. Including supports, scaffolding, shoring and lateral support.
- Effluent treatment plant (separator) refurbishment inter alia:
 - Cleaning, new flanges, corrosion protection, replacement of the coalescing media
 - Refurbish existing equipment (Floating weir skimmer, TCPS 40 Oily water separator, Process pump and motor) as required.
 - Install new equipment and piping on site as required.
 - All equipment is to be refurbished and supplied to deliver a fully functional system.
 - Water is to be pumped out of chamber 3 through the separator and discharged in to chamber 4. Process pump start is to be manual push button field start.
 - Oil from the separator is to be discharged into a new steel oil tank (located in the separator bund) Provision is to be made for oil to be removed from the oil tank by TPL.
 - Supply and install 2 Rope mop skimmers in chambers 1 & 2 complete with piping to Oil tank with provision for removing oil by TPL.
 - Power for all equipment will be supplied to the control panel located at the separator bund.
 - All cabling and switches and pump protection are to be included
 - The refurbished units shall meet the original design specifications of the units
- Electrical works (Zone 1 classification)
- Motor starters
- Motor Remote Control Units (RCU)
- Cable routes
- Cable supports
- Control system integration

C3.2.2 Plant and Materials specifications and schedules

The *Contractor* shall submit his specifications for review and approval. The *Contractor's* specifications shall take cognisance of the applicable Transnet specifications and the project specifications.

The *Contractor* shall include performance specifications in their submission.


2021/09/16


2021/09/15