Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the

Gas-Pipeline and Rehabilitate the Servitude at Springfield.



Transnet Pipelines

an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE SUPPLY OF SOURCING/APPOINTMENT OF THE SERVICE PROVIDER TO ENCASE THE GAS-PIPELINE AND REHABILITATE THE SERVITUDE AT TRANSNET PIPELINES SPRINGFIELD.

RFP NUMBER : TPL/2024/01/0002/54483/FRQ

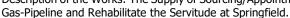
ISSUE DATE : 15 March 2024

COMPULSORY TENDER CLARIFICATION

WITH SITE VISIT MEETING : 26 March 2024
CLOSING DATE : 17 April 2024
CLOSING TIME : 12h00pm

TENDER VALIDITY PERIOD : 12 weeks after closing date

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the





Contents

Number Heading

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 Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



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 Supply of Sourcing of the Service Provider to encase the Gas- Pipeline and Rehabilitate the Servitude at Transnet Pipeline Springfield.
TENDER DOWNLOADING	This Tender may be downloaded directly from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE.
COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT	A Tender Clarification with Site Visit Meeting will be conducted as follows: A Compulsory Tender Clarification with Site Visit Meeting will be conducted at Bisasar Landfill Site Dulham Road, Springfield on the 26 th March 2024, at 11:00am [110′clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted onto the system and to [Khulakahle Mthethwa] before 12:00 pm on 15 th April 2024, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website. A Site visit/walk will take place, tenderers are to note: • 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 breathalyzer 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 licenses are on them for inspection at the access control gates.

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



	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 visit.	
	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification with Site Visit Meeting to be signed by the <i>Em ployer's</i> Representative.	
CLOSING DATE	12:00 pm on (17/04/2024) Tenders 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.

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



3. CONFIDENTIALITY

All information related to this RFQ 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 T2.2-19 [**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

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



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 *Employer* 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 C1.1 Form of offer and

data

acceptance

C1.2 Contract data (Part 1&2)

Tender Number: TPL/2024/01/0002/54483/RFQ



Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

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: Procurement Officer

Name: Khulakahle Mthethwa

Address: 202 Anton Lembede Street, Durban 4000

Tel No. 031-361 1594

E – mail Khulakahle.mthethwa@transnet.net

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



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 Tender Clarification Meeting:

An authorized 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 - 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 3CE or higher class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

- 1. every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation of not lower than one level below the required 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 3 CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
- 4. The 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.

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



3. Stage Three - Eligibility Criteria Schedule: Eligibility Criteria

Schedule – Proof of Registration/Certifications/Qualifications:

T2.2-03A1 - **Construction Manager** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

T2.2-03A2- **Construction Health & Safety officer** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **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.3.11.3 below.

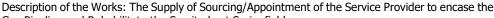
Any tenderer that fails to meet minimum qualifying criteria will be regarded as an unacceptable tender.

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

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorized representative.

- C.2.12 No alternative tender offers will be considered.
- C.2.13.1 Parts of each tender offer communicated on paper shall be as an original, one

 (1) copy and a clearly marked electronic version (compact disc or memory stick) in the same format as the original submission which shall be in the English Language.
- C.2.13.2 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:





Gas-Pipeline and Rehabilitate the Servitude at Springfield.

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of: Employer's Agent: Miss Khulakahle Mthethwa (Procurement Officer)

- C.2.13.3 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- C.2.13.4 The closing time for submission of tender offers is:

Time: 12:00pm on the 17 April 2024

Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

- C.2.13.5 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 finalized within the validity period.
- C.2.13.6 The tenderer is required to submit with his tender:
 - 1. Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 - 2. A valid CIDB certificate in the correct designated grading;
 - 3. Proof of registration on the Central Supplier Database;
 - 4. 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

C3.13.7 The minimum number of evaluation points for functionality is: 70

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

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





Functionality Criteria

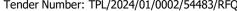
The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria	Sub- criteria points	Maximum number of points
Evaluation Schedule: T2.2.04	The Tenderer has submitted no information or inadequate information to determine a score.	0	
Method Statement	The method statement only covers one (1) of the reference points in the works information.	20	
	The method statement only covers two (2) of the reference points in the works information.	40	
	The method statement only covers three (3) of the reference points in the works information.	60	30
	The method statement covers all four (4) of the reference points in the works information.	80	
	The method statement covers all four (4) of the reference points in the works information and method statement is innovative and provides more than asked information.	100	
Evaluation Schedule: T2.2.05	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.	0	
Previous Experience	Tenderer have experience in one (1) project relating to the works information.	20	
	Tenderer have experience in two (2) projects relating to the works information.	40	
	Tenderer have experience in three (3) projects relating to the works information.	60	25
	Tenderer have experience in four (4) projects relating to the works information.	80	
	Tenderer have experience in five (5) or more projects relating to the works information.	100	





Evaluation Schedule: T2.2.06 – Programme	Failed to address the question/issue or has not submitted the required information. The schedule is vague, and the plan is weak in important areas. The schedule is inconsistent with the timing of the most important project deliverables. There is an appropriate the project deliverables.	0 20	
	most important project deliverables. There is an insufficient breakdown of tasks.	40	
	The schedule is complete and detailed (representing all disciplines involved), complies with Level 3 requirements, and is Satisfactory the technical level and composition of the schedule are adequate and are consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.	60	
	Good Besides meeting the "Satisfactory" rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The program is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	80	15
	Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The program details ways to improve the project outcomes and the quality of the outputs.	100	
Evaluation Schedule: T2.2.07 —	The Tenderer has submitted no information or inadequate information to determine score.	0	
Project Organogram,	Key staff has up to 3 years of relevant experience.	20	
Management & CV's	Key staff has more than 3 up to 4 years of relevant experience.	40	
Construction Manager	Key staff has more than 4 but up to 5 years of experience.	60	10
	Key staff has more than 5 but up to 6 years of relevant experience.	80	
	Key staff has more than 6 years of relevant experience.	100	





Transnet Pipelines.
Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

	The Tenderer has submitted no information or inadequate information to determine			
	score.			
	Key staff has up to 2 years of relevant experience.			
	Key staff has more than 2 up to 3 years of relevant experience.]	
Site Agent	Key staff has more than 3 but up to 4 years of experience.		10	
	Key staff has more than 4 but up to 5 years of relevant experience.			
	Key staff has more than 5 years of relevant experience.			
Construction Health & Safety officer	The Tenderer has submitted no information or inadequate information to determine score	0	10	
	Key staff has up to 2 years of relevant experience	20		
	Key staff has more than 2 up to 3 years of relevant experience.	40		
	Key staff has more than 3 but up to 4 years of experience.	60		
	Key staff has more than 4 but up to 5 years of relevant experience.	80		
	Key staff has more than 5 years of relevant experience.	100		
Maximum	-		100	
possible score for functionality				
Minimum			70	
qualifying score required			- 3	

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the

Gas-Pipeline and Rehabilitate the Servitude at Springfield.



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

- T2.2.04 Method Statement
- T2.2.05 Previous Experience
- T2.2.06 Programme
- T2.2.07 Project Organogram, Management & CV's
 - Construction Manager
 - Site Agent
 - o Construction Health & Safety Officer

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 total led 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 <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.13.8 Tender offers will only be accepted if:

- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
- 4. Transnet reserves the right to award the tender to the tenderer who scores





the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

C.3.13.9 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 pre-qualification and eligibility purposes:

- T2.2-01 **Stage One as per PPPFA: Pre-qualification Criteria Schedule** Certificate of attendance at Compulsory Tender Clarification Meeting with Site Visit Meeting.
- T2.2-02 Stage Two as per CIDB: Eligibility Criteria Schedule CIDB Registration
- T2.2-03 Stage Three as per Compulsory Returnable: Eligibility Criteria

Schedule – Proof Registrations/Certifications/Qualifications:

T2.2-03A1 - Construction Manager - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

T2.2-03A2- Construction Health & Safety officer - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

2.1.2 These schedules will be utilized for evaluation purposes:

- T2.2-04 Evaluation Schedule: Method Statement
- T2.2-05 Evaluation Schedule: Previous Experience
- T2.2-06 Evaluation Schedule: Programme
- T2.2-07 Evaluation Schedule: Project Organogram,

Management & CV's

2.1.3 Returnable Schedules:

General:

T2.2-14

T2.2-08	Authority to submit tender
T2.2-09	Record of addenda to tender documents
T2.2-10	Letter of Good Standing
T2.2-11	Risk Elements
T2.2-12	Availability of equipment and other resources
T2.2-13	Schedule of Proposed Subcontractors

Site Establishment





Agreement and Commitment by Tenderer:

- T2.2-15: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 Supplier Declaration Form
- T2.2-19 RFQ Breach of Law
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct
- T2.2-22 Insurance provided by the Contractor
- 2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE
- 2.3 C1.2 CONTRACT DATA
- 2.5 C2.1 PRICING INSTRUCTIONS (BILL OF QUANTITIES)
- 2.6 C2.2 BILL OF QUANTITIES
- 2.6 C2.3 SCOPE OF WORKS





T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance of Compulsory Tender Clarification with Site Visit Meeting.

This is to certify	that		
			(Company Name)
Represented by:			(Name and Surname)
Was represente	d at the compulsory tender clarification i	meeting	
Held at:			
On (date)		Starting time:	
Particulars of	person(s) attending the meeting:		
Name		Signature	
Capacity			
Attendance of	f the above company at the meeting) was confirmed:	:
Name		Signature	
	For and on Behalf of the <i>Employers Agent</i> .	Date	



SBD 6.2

T2.2-02: Eligibility Criteria Schedule - 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

5. 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 **3CE or higher class** of construction work, are eligible to have their tenders evaluated.

6. 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 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 3CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 5. And in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



T2.2 - 03 - Eligibility Criteria

A1: Construction Manager - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

NAME OF COMPANY:				
I/We				
In our capacity as:				
do hereby certify that (Name)				
is a professionally registered mer	nber of the foll	owing body		
Certificate Number:				
A certificate must be attached				
SIGNED at	on this	day of		202_
SIGNATURE OF WITNESS		SIGNATI	URE OF RESPOND	ENT

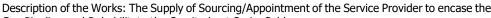
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



A2: Construction Health & Safety officer -

Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

NAME OF COMPANY:			
I/We			
In our capacity as:			
do hereby certify that (Name)			
is a professionally registered me	mber of the fol	lowing body	
Certificate Number:			
A certificate must be attached			
SIGNED at	on this	day of	202
	_		
SIGNATURE OF WITNESS			OF RESPONDENT OF RESPONDENT







T2.2-04: Evaluation Schedule: Method Statement

The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project and outlines the proposed approach.

The Method Statement should cover:

- The proposed method to carry out the works information, demonstrate clear understanding of the earthwork's activities such as excavation, backfilling with imported material, compaction, testing of layer works, disposal of spoil material, pre-cast concrete installation (base slabs & portal culverts), construction of gabion basket and geocell installation, etc.
- A detailed method statement is required sequencing all aspects of pre-cast concrete portal culverts & base slabs, bulk earthworks, gabion baskets & geocell including all machinery and/or Plants that will be used (to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).

Tenderers to note that the Method Statement should not be more than 15 pages.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	





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The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Elements: Weight 30%		Method is clearly articulated and demonstrates a clear understanding of the project objectives
Method Statement (reference points)	0	The Tenderer has submitted no information or inadequate information to determine a score.
Please illustrate a specific method for: Bulk earthworks activities	20	The method statement only covers one (1) of the reference points in the works information
such as excavation, backfilling with imported material, compaction, testing of layer works with	40	The method statement only covers two (2) of the reference points in the works information
Troxler, disposal of spoil material. Pre-cast concrete	60	The method statement only covers three (3) of the reference points in the works information
installation (pre-cast concrete base slabs & pre-cast concrete portal culverts) including joints & eye hole sealing.	80	The method statement covers all four (4) of the reference points in the works information
Construction of gabion basket and geocell installing including the geotextile bedim. Machinery and/or Plants that will be used to enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment.	100	The method statement covers all four (4) of the reference points in the works information and method statement is innovative and provides more than asked information.

CPM 2020 Rev 01 Part T2: Returnable Schedules T2.2-04: Method Statement



T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

A list of past / current comparable projects.

Evidence for similar works as detailed in the Works Information with reference to:

- Bulk earthworks activities such as excavation, backfilling with imported material, compaction, testing of layer works with Troxler, disposal of spoil material.
- Pre-cast concrete installation (pre-cast concrete base slabs & pre-cast concrete portal culverts) including joints & eye hole sealing.
- Construction of gabion basket and geocell installation including the geotextile bedim.
- Sufficient contactable references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	

Transnet Pipelines
Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



Weight: 25%	
Score	Previous Experience
0	Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the requirements.
20	Tenderer have experience in one (1) project relating to the works information.
40	Tenderer have experience in two (2) projects relating to the works information.
60	Tenderer have experience in three (3) projects relating to the works information.
80	Tenderer have experience in four (4) projects relating to the works information.
100	Tenderer have experience in five (5) or more projects relating to the works information.

CPM 2020 Rev 01 Part T2: Returnable Schedules T2.2-05: Evaluation Schedule: Previous Experience



T2.2-06: Evaluation Schedule: Programme

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule.

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

The tenderer shall provide the proposed programme, at a minimum Level 3 showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnable.

Programme: The Employer estimated that the project will be finished in **Three Months**.

The Contractor shall provide the proposed programme showing as a minimum the following: -

Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

TRANSNET

and Rehabilitate the Servitude at Springfield.

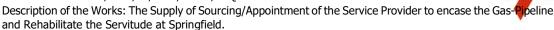
Provision of dates:

The Contractor clearly indicates in the schedule all milestones, activities & information as required by the NEC Contract related to the following -

- Float.
- •Time risk allowances.
- Health and safety requirements.
- Procedures set out in this contract.
- · Critical path.
- Approvals.
- Starting date, access dates and sectional completion dates (per the Contract Data); and

Planned completion for each section and the complete services.

- Tidilica c	completion for each section and the complete services.
Weight: 15%	
Score	Programme
0	Failed to address the question/issue or has not submitted the required information.
20	The schedule is vague, and the plan is weak in important areas.
40	The schedule is inconsistent with the timing of the most important project deliverables. There is an insufficient breakdown of tasks.
60	The schedule is complete and detailed (representing all disciplines involved), complies with Level 3 requirements, and is Satisfactory the technical level and composition of the schedule are adequate and are consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.
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 program is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.





Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The program details ways to improve the project outcomes and the quality of the outputs.

Attachment B: Hard Copy of Programme developed from MS Project.





Gas-Pipeline and Rehabilitate the Servitude at Springfield.

T2.2-07: Evaluation Schedule: Project Organogram, Management & CV's

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 Part two.
- 2. Detailed CV's providing the following as a minimum
 - The roles and responsibilities for the works of each resource should be clearly stated.
 - Detailed experience in bulk earthworks/ gabions baskets/ pre-cast concrete construction project of similar nature 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.
- 3. The project resources should include at least the following key resources, amongst others:

Construction Manager

Construction Manager should at least have a relevant qualification in Construction Management/ or Civil Engineering and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM. The Construction Manager must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.

Site Agent

Site Agent should at least have a relevant qualification in Construction Management/ or Civil Engineering. The Site Agent must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.

CPM 2020 Rev 01 Part T2: Returnable Schedules T2.2-07: Evaluation Schedule: Project Organogram,

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the



Gas-Pipeline and Rehabilitate the Servitude at Springfield.

Construction Health & Safety officer

 Construction Health & Safety Officer should at least have a relevant qualification in Safety Management and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

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.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Construction Manager		
2	Site Agent		
3	Construction Health & Safety officer		

Management & CV's



Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

The scoring of the Pro	The scoring of the Project Organogram, Management & CV's will be as follows:
Total Weight: 30%	
Weight: 10%	Relevant experience for the following:
	Site Management
Construction	Bulk Earthworks
Manager	Construction Management
Points	10
(score 0)	The Tenderer has submitted no information or inadequate information to determine score
(score 20)	Key staff has up to 3 years of relevant experience.
(score 40)	Key staff has more than 3 up to 4 years of relevant experience.
(score 60)	Key staff has more than 4 but up to 5 years of experience.
(score 80)	Key staff has more than 5 but up to 6 years of relevant experience.
(score 100)	Key staff has more than 6 years of relevant experience.



Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

	Relevant experience for the following:	Education qualification adequacy and professional
Weight 10%	Site Management Bulk	bodies registration
	Earthworks Gabion Baskets	Site Agent
	Wall Pre-Cast Concrete	
Points	5	2
(score 0)	The Tenderer has submitted no information or inadequate information to determine score	ate information to determine score
(score 20)	Key staff has up to 2 years of relevant experience.	Key staff does not have project specific qualification.
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.	Key staff have Civil Engineering NQF 4 level of education, qualification.
(score 60)	Key staff has more than 3 but up to 4 years of experience	Key staff have Civil Engineering NQF 5 level of education, qualification.
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.	Key staff have Civil Engineering NQF 6 level of education, qualification.
(score 100)	Key staff has more than 5 years of relevant experience.	Key staff have Civil Engineering/ Construction Management NQF 7 and above level of education, qualification.



Tender Number: TPL/2024/01/0002/54483/RFQ.
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

The scoring of the Project Organogram, Management & CV's will be as follows:

Weight: 10%	Relevant experience for the following:
Construction Health	Site Management
and Safety Officer	SHEQ Management
Points	10
(score 0)	The Tenderer has submitted no information or inadequate information to determine score
(score 20)	Key staff has up to 2 years of relevant experience.
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.
(score 60)	Key staff has more than 3 but up to 4 years of experience.
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.
(score 100)	Key staff has more than 5 years of relevant experience.

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

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T2.2-08: 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	A - COMPANY B - PARTNERSHIP		D - SOLE PROPRIETOR	

A. Certificate for Company		
I,chairperson of the board of directors		n of the board of directors
	_, hereby confirm th	nat by resolution of the board taken on
(date), Mr/Ms		, acting in the capacity of
, was authoris	sed to sign all doc	uments in connection with this tender offer and any
contract resulting from it on behalf of	of the company.	
Signed	Date	
Name	Position	Chairman of the Board of Directors

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

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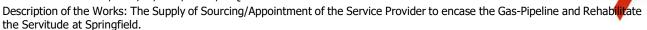
B. Certificate for Partnership

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.

Tender Number: TPL/2024/01/0002/54483/RFQ



TRANSNET

C. Certificate for Joint Venture

We, the undersigned, are submitting	this tender offer in Joint Venture and hereby authorize Mr/Ms
	, an authorized 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 authorization is evidenced by the attached power of attorney signed by legally authorized 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 authorized 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	Authorizing signature, name (in caps) and capacity

Transnet Pipelines. Tender Number: TPL/2024/01/0002/54483/RFQ

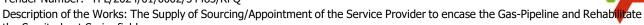
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

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D. Certificate for Sole P	roprietor
---------------------------	-----------

Ι,	_, hereby	confirm t	that I an	n the	sole	owner	of the	business
trading as					<u>_</u> .			
Signed	Date							
Nama	Docition		ransiatas					
Name	Position	Sole Pi	roprietor					

Tender Number: TPL/2024/01/0002/54483/RFQ



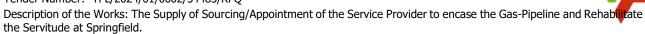
TRANSNET

the Servitude at Springfield. **T2.2-09: 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:

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

Tender Number: TPL/2024/01/0002/54483/RFQ



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T2.2-10 Letter 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:

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

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the Servitude at Springfield.

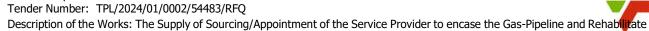
T2.2-11: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

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

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.



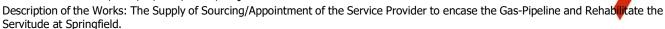


the Servitude at Springfield.

T2.2-12: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability –	Hourly Rate	Number of	Details of
Description		Equipment	Ownership



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T2.2-13: 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-BBBEE 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 Propo	sed Subcoi	ntractor	Address		ess Nature of work		Amount of Worked	1	centage f work
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdevel areas/ Townsh	•	Military Veterans
								•	

Name of Propos	sed Subcoi	ntractor	Addre	ress Nature of w		Nature of work			centage f work		
% Black Owned	EME	QSE	Youth	Wom	en	Disabilities			Military Veterans		
Name of Propos	Name of Proposed Subcontractor		Address		S Nature of work		ddress Nature of work		Amount of Worked		centage work
			1			1					
% Black Owned	EME	QSE	Youth	Wom	Women Disabilities		Rural/ Underdeve areas/ Townsl		Military Veterans		

Name of Propo	Proposed Subcontractor Address Nature of work				Address N		Amount of Worked	centage f work
% Black Owned	EME	QSE	Youth	Wom	en	Disabilities	Rural/ Underdevel areas/ Townsh	Military Veterans

Tender Number: TPL/2024/01/0002/54483/RFQ

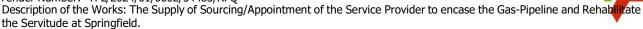
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

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T2.2-14: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

Tender Number: TPL/2024/01/0002/54483/RFQ



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T2.2-15: 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.

1. SECTION 1: NAI	ME OF ENTERPRISE:		
2. SECTION 2: VAT	ON 2: VAT REGISTRATION NUMBER, IF ANY:		
3. SECTION 3: CID	B REGISTRATION NUMBER, IF	ANY:	
4. SECTION 4: CSE	NUMBER:		
5. SECTION 5: PAR PARTNERSHIPS	RTICULARS OF SOLE PROPRIET	TORS AND PARTNERS IN	
Name	Identity number	Personal income tax	
		number	
* Complete only if sol	e proprietor or partnership and	attach separate page if more than 3	
partners			
6. SECTION 6: PAR	RTICULARS OF COMPANIES AN	D CLOSE CORPORATIONS	
Company registration number			
Close corporation number			
Tax reference number	r:		

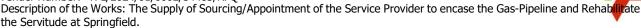
Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

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.

Tender Number: TPL/2024/01/0002/54483/RFQ



TRANSNET

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.

Name Position	
Enterprise name	

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



SBD 4

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&}lt;sub>"State"</sub> means –

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.

CPM 2021 Rev 01

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

1RANSNET ehabilitate

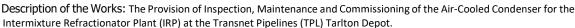
SBD 4

	In order to give effect to the above, the following questionnaire must be com	pleted 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, shareholder ²):	
2.4	Company Registration Number:	
2.5	Tax Reference Number:	
2.6	VAT Registration Number:	
Ž	2.6.1 The names of all directors / trustees / shareholders / members, their individual ic tax reference numbers and, if applicable, employee / personnel numbers must be 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	ed:
•	Position occupied in the state institution:	
	Any other particulars:	

CPM 2021 Rev 01

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.

Tender Number: TPL/2024/01/0002/54483/RFQ





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

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 10 points)
--	--	---	--------------------	---

with all B-BBEE requirements at the time of the submission of the bid.

(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

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

(Tick applicable box)

CPM 2021 Rev 01

YES		NO			
7.1.1	If you indicate:			•	
7.1.1	If yes, indicate:				
i)	What percentage	e of the contract will be	e subcontracted	%	j
ii)	The name of the	sub-contractor			
iii)	The B-BBEE statu	us level of the sub-conti	ractor	<u></u>	
iv)	Whether the sub-	-contractor is an EME o	r QSE.		
(Tick	applicable box)				
YE	S	NO			

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Provision of Inspection, Maintenance and Commissioning of the Air-Cooled Condenser for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot.

TRANSNET

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 Supplier/Service provider □ Other Suppliers/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

i) The information furnished is true and correct:

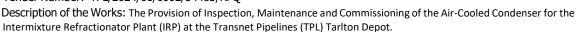
preference(s) shown and I / we acknowledge that:

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

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

- 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,, 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;

Tender Number: TPL/2024/01/0002/54483/RFQ

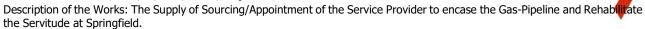




- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise 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.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
	DATE:
2	ADDRESS

Tender Number: TPL/2024/01/0002/54483/RFQ





SBD 4

3 Full details of directors / trustees / members / shareholders.

Reference Number	Number / Persal
	Number

Tender Number: TPL/2024/01/0002/54483/RFQ Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

SBD 4

TRANSNET

4 DECLARATION		
I, THE UNDERSIGNED (NAME	E)	CERTIFY THAT THE
INFORMATION FURNISHED I	N PARAGRAPHS 2 and 3 ABOVE IS CO	PRRECT.
I ACCEPT THAT THE STATE M	1AY REJECT THE BID OR ACT AGAINS	T ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS	OF CONTRACT SHOULD THIS DECLAR	ATION PROVE TO BE FALSE.
Signature	Date	
Position	Name of bidder	

Description of the Works: The Provision of Inspection, Maintenance and Commissioning of the Air-Cooled Condenser for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot.



SBD 6.1

PREFERENCE POINTS CLAIM FORM

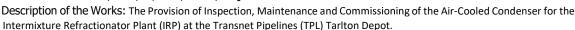
This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per table of evidence in paragraph 4.1 below.

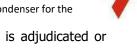
1. GENERAL CONDITIONS

- 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
- (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR (1 OR 2)	10
COMPANY MAJORITY OWNED BY BLACK WOMEN	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.





TRANSNET

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-BBBEE 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 Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) "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.
- (I) **Specific Goals**" means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

Description of the Works: The Provision of Inspection, Maintenance and Commissioning of the Air-Cooled Condenser for the



Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot. 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

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for attaining the required specific goals in accordance with the table below:

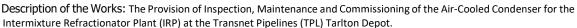
Selected Specific Goal	Number of points allocated (80/20 system)
B-BBEE Level of Contributor – 1 or 2	10
Company majority owned by Black Women —	10

EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.2 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence	
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	

Tender Number: TPL/2024/01/0002/54483/RFQ





4.3 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.]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.4 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.
- 4.5 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.
- 4.8 the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

-

¹ 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.

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Provision of Inspection, Maintenance and Commissioning of the Air-Cooled Condenser for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot.



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

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 10 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

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

(Tick applicable box)

YE	ES	NO					
7.1.1	If yes, indicate:						
i) ii)	What percentage of the contract will be subcontracted% The name of the sub-contractor						
iii) iv)	The B-BBEE status level of the sub-contractor Whether the sub-contractor is an EME or QSE.						
,	Tick applicable box)			-	_		
	YES	NO					

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Provision of Inspection, Maintenance and Commissioning of the Air-Cooled Condenser for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot.

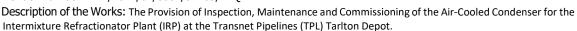
TRANSNET

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 Supplier/Service provider Other Suppliers/Service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
8.7 Total number of years the company/firm has been in business:

- $8.8~{
 m I/we}$, 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 $1.4~{
 m and}~6.1$ 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,, 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;

Tender Number: TPL/2024/01/0002/54483/RFQ





- (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.

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S)
2	ADDRESS

Transnet Pipelines. Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

TRANSNET

SBD 8

CERTIFICATION	022 (
NAME) CERTIF IN THIS DECLARATION FORM IS TRUE AND CORRECT.	Y THAT THE
N TO CANCELLATION OF A CONTRACT, ACTION MAY BE DECLARATION PROVE TO BE FALSE.	TAKEN
 Date	
—— ———————————————————————————————————	
	N THIS DECLARATION FORM IS TRUE AND CORRECT. N TO CANCELLATION OF A CONTRACT, ACTION MAY BE DECLARATION PROVE TO BE FALSE. Date

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.

CERTIFICATE OF INDEPENDENT BID DETERMINATION



SBD 9

- 1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ 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).4 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:

CPM 2021 Rev 01

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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.

Tender Number: 1PL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

SBD 9

TRANSNET

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



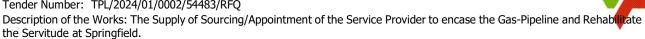
SBD9

- 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 consortium⁵ 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.

CPM 2021 Rev 01

⁵ 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.

Tender Number: TPL/2024/01/0002/54483/RFQ



TRANSNET

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 hidder



T2.2-16 Agreement in terms of Protection 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
- 2.4. (... insert name of 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.



- 2.8. 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.
- 2.9. 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).
- 2.10. 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.
- 2.11. 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.
- 2.12. 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 s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.13. 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	

- 2.14. 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.
- 2.15. 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/inforeg/, 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 thisday of _		2021
Name:			
Title:			
Signature:			
	(Pty) Ltd		
(Operator)			
Authorised signatory f	for and on behalf of		(Pty) Ltd who
warrants that he/she	is duly authorised to sign this A	greement.	
AS WITNESSES:			
1. Name:		Signature:	
2. Name:		Signature:	



T2.2-17 NON DISCLOSURE AGREEMENT [April 2020]



THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub- contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 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:
- 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

- 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 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 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.
- In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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.
- 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.
- The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause **Error! Reference source not found.** above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid 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

- 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 Bid 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 Bid 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.

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Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



T2.2-18 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



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

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

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

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

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

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

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

- 4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
- 5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its

Tender Number: TPL/2024/01/0002/54483/RFQ



and Rehabilitate the Servitude at Springfield.



supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

- 6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.
- 8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline



and Rehabilitate the Servitude at Springfield.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

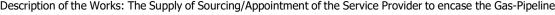
Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.qov.za/ **before applying to Transnet**.

CSD Number (MAAA xxxxxxx):

Company Trading Name							
Company Regist	ered Name						
Company Regist	ration No Or I	.D					
No If a Sole Pro	prietor						
Company Income Tax Number							
	CC	Т	rust	Pty Ltd	Limited	Partnership	Sole Proprietor
Form of Entity	Non-profit (NPO's or NPC)	_	rsonal pility Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	·	ecialise d fession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?						Yes	No
If Y	If YES state the previous details below:						
Tra	ading Name						
Registered Name							
Company Registration No Or ID No If a Sole Proprietor			D				
		СС	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
For	rm of Entity	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Inctitution	Joint Venture	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status			
VAT Registration Number			
If Exempted from VAT			
registration, state reason and			
submit proof from SARS in			
confirming the exemption status			
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see			



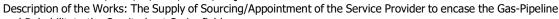


and Rehabilitate the Servitude at Springfield.															
example in Appen	dix I). Yo	our Non-	VATI	Regist	ration n	nust b	e co	nfirme	d an	nual	у.				
Company Banking	Details						Banl	k Nam	e						
Universal Branch (^ode							< Acco	unt						
Oniversal Branen							Num	nber							
Company Physical	Address										Cod	e			
Company Postal A	Address										Cod	e			
Company Telepho	ne numb	er													
Company Fax Nur															
Company E-Mail A	Address														
Company Website	Address														
Company Contact	Person N	Name													
Designation															
Telephone															
Email															
,															
Is your company a									Ye	es			1	No	
Main Product / Se		plied e.g	. Sta	tioner	у/										
Consulting / Labo How many persor		the husi	ness	emnlo	nv?	Full	Time	<u> </u>			Pa	rt Tir	ne l		
Please Note: Shou					-				ovec	s wł				nect	ed
persons as define															
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Most recent Finan	cial Year's	s Annual						R10M R50M	_			n			
Turnover				n EME				100071 Q 9					Larg Enter		
				_				Q.)L			'	e	•	
							_								
Does your compar	Does your company have a valid proof of B-BBEE status? Yes No														
Please indicate yo	ur Broad	Based Bl	EE sta	atus (1	Level		_			1.		_	_		
1 to 9)				(1	2	3	4		5	6	7	8	9
Majority Race of C	wnership)					<u> </u>							<u> </u>	
0/ DI= -I-		% Black	k Woi	men		% E	Black	Disab	led			%	Blacl	K	
% Black		Owr	nersh	ip				on(s)					outh'		
Ownership						(Own	ership				Ow	nersh	ip	
% Black		% Blac				% E	Black	Milita	γ						
Unemployed			Living in Rural Areas				Veterans								

Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

Tender Number: TPL/2024/01/0002/54483/RFQ





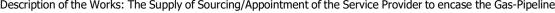
TRANSNEF

and Rehabilitate the Servitude at Springfield.

- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required				
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.	YES	0	NO	0
In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.				
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES	0	NO	0
Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES	0	NO	0
Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES *If Ye docur		NO ach suppe	O
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES	0	NO	0
SUPPLIER DEVELOPMENT BENEFICIARY	YES	0	NO	0

Tender Number: TPL/2024/01/0002/54483/RFQ





Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)				
GRADUATION FROM ED TO SD BENEFICIARY	YES	0	NO	0
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	ILS	O	NO	O
ENTERPRISE DEVELOPMENT RECIPIENT	YES	0	NO	
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	165	U	NO	0

doloced them with an 25 med vention					
By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct					
Name and Surname		Designation			
Signature		Date			

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline



and Rehabilitate the Servitude at Springfield.

ΑП	חו	ın	TY	D

Affidavit or Solemn Declaration as to VAT registration status
Affidavit or Solemn Declaration
I,solemnly swear/declare
thatis not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.
Signature:
Designation:
Date:
Commissioner of Oaths
Thus signed and sworn to before me aton this the
day of,
the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.
Commissioner of Oaths

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline





APPENDIX C

SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



Definition of "Black Designated Groups"

Black Designated Groups means:

- (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;
- (b) Black people who are youth as defined in the National Youth Commission Act of 1996;
- (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- (d) Black people living in rural and under developed areas;
- (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I he	reby declare under Oath that:	
•	The Enterprise is	_% Black Owned as per Amended Code Series 100 of the
	Amended Codes of Good Practice	issued under section 9 (1) of B-BBEE Act No 53 of 2003
	as	
	Amended by Act No 46 of 2013,	
•	The Enterprise is	_% Black Female Owned as per Amended Code Series
	100	
	of the Amended Codes of Good Pr	actice issued under section 9 (1) of B-BBEE Act No 53 of
	2003 as Amended by Act No 46 o	f 2013,
•	The Enterprise is	_% Black Designated Group Owned as per Amended
	Code	
	Series 100 of the Amended Codes	of Good Practice issued under section 9 (1) of B-BBEE
Act		
	No 53 of 2003 as Amended by Act	No 46 of 2013,
•	Black Designated Group Owned %	Breakdown as per the definition stated above:
•	Black Youth % =	_%
•	Black Disabled % =	%
•	Black Unemployed % =	%
•	Black People living in Rural areas	% =%
•	Black Military Veterans % =	%

Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.



Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of, the annual Total Revenue was between			
R10,000,000.00 (Ten Millio	on Rands) and R50,000,000.00 (Fifty Million Rands),		
 Please confirm on the table applicable box. 	e below the B-BBEE level contributor, by ticking the		
100% Black Owned	Level One (135% B-BBEE procurement recognition level)		
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)		
prescribed oath and consider the enterprise which I represent in the			
5. The sworn affidavit will be valid commissioner.	d for a period of 12 months from the date signed by		
Deponent Signature			
Date			
Commissioner of Oaths Signature & stamp			

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



APPENDIX D

SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

Ι,	the	unc	ersi	gned	,
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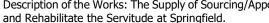
Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline





Definition	0
Black	

People"

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians -

(a) who are citizens of the Republic of South Africa by birth or descent;

or

- (b) who became citizens of the Republic of South Africa by naturalisationi
 - i. before 27 April 1994; or
 - ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of "Black

Designated

Groups"

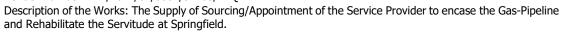
"Black Designated Groups means:

- (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;
- (b) Black people who are youth as defined in the National Youth Commission Act of 1996;
- (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- (d) Black people living in rural and under developed areas;
- (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

•	The Enterprise is	_% Black Owned as per Amended Code Series 100 of the
	Amended Codes of Good Practice	e issued under section 9 (1) of B-BBEE Act No 53 of 2003
	as Amended by Act No 46 of 201	3,

•	The Enterprise is9	6 Black Female Owne	ed as per Amended	Code Series
	100 of the Amended Codes of Good	Practice issued under	er section 9 (1) of B-E	BBEE Act No
	53 of 2003 as Amended by Act No 4	6 of 2013,		







Commissioner of Oaths	
Date	
Deponent Signature	
commissioner.	
	be valid for a period of 12 months from the date signed by
Enterprise which I repre	esent in this matter.
prescribed oath and cor	nsider the oath binding on my conscience and on the Owners of the
4. I know and understand	the contents of this affidavit and I have no objection to take the
Owned	level)
Less than 51% Black	Level Four (100% B-BBEE procurement recognition
Owned	level)
At least 51% Black	Level Two (125% B-BBEE procurement recognition
100% Black Owned	Level One (135% B-BBEE procurement recognition
applicable box.	
Please Confirm on to	the below table the B-BBEE Level Contributor, by ticking the
	en Million Rands) or less
	cial year-end of, the annual Total Revenue was
Based on the Finan	cial Statements/Management Accounts and other information available
Diagna i ilinear y veces	
	ans % =%
	in Rural areas % =%
	% =%
 Black Youth % = _ 	
_	roup Owned % Breakdown as per the definition stated above:
- Plack Designated C	roup Owned 1/. Progledown as per the definition stated above.
BBEE Act No 53 of	2003 as Amended by Act No 46 of 2013,
	the Amended Codes of Good Practice issued under section 9 (1) of B-
The Fateursian '-	0/ Plank Designated Course Occard as you Accorded

Signature & stamp

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



VENDOR REGISTRATION DOCUMENTS CHECKLIST

 Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment. 	
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.	
 Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller). 	
 Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable). 	
Certified copy of certificate of incorporation, CM29 / CM9 (name change).	
Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).	
 A letter with the company's letterhead confirming both Physical and Postal address. 	
 Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate. 	
 BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit. 	
10. Central Supplier Database (CSD) Summary Registration Report.	

Tender Number: TPL/2024/01/0002/54483/RFQ





TRANSNET

and Rehabilitate the Servitude at Springfield.

T2.2-19: REQUEST FOR QUOTAT	TION — BREACH OF LAW
NAME OF COMPANY:	
limited to a breach of the Competition Act, 89 of	do hereby certify that <i>I/ w e</i> g the preceding 5 (five) years of a serious breach of law, including but not f 1998, by a court of law, tribunal or other administrative body. The type ose excludes relatively minor offences or misdemeanours, e.g. traffic
Where found guilty of such a serious breach, plea	nse disclose:
DATE OF BREACH:	
	SOC Ltd reserves the right to exclude any Tenderer from the tendering been found guilty of a serious breach of law, tribunal or regulatory
Signed on thisday of	20
SIGNATURE OF TENDERER	

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



T2.2-20 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")

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



T2.2-21: 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

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



- 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.

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



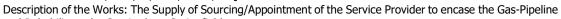
Conflicts of Interest

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.

1,	of
(insert name of Director or as per Authority Resolution from Board of Directors)	(insert name of Company)
nereby acknowledge having read, understood and a	agree to the terms and conditions set out in the
Transnet Supplier Code of Conduct."	
Signed this on day	at
Signature	





TRANSNEF

and Rehabilitate the Servitude at Springfield.

T2.2-22: 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.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.



C1.1: Form of Offer & Acceptance

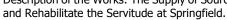
Offer

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

TITLE OF THE CONTRACT - THE SUPPLY OF SOURCING/APPOINTMENT OF THE

SEK		SAS-PIPELINE AND REHABILITATE THE	=
The tender	er, identified in the Offer signature bloc	k, has	
R	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.		
of Offer ar <i>Contracto</i> their true in	nd Acceptance the tenderer offers to Or under the contract including compli	be duly authorized, signing this part of this perform all of the obligations and liabilities ance with all its terms and conditions accorded determined in accordance with the conditions.	of the ding to
The offere	d total of the Prices exclusive of VAT is	R	
Value Adde	ed Tax @ 15% is	R	
The offere	d total of the Prices inclusive of VAT is	R	
(in words)			
any) to the period as a	e tenderer before the end of the peri- agreed, whereupon the tenderer becomes of contract identified in the Contra-	document including the Schedule of Deviat od of validity stated in the Tender Data, on the mestive the party named as the <i>Contractor</i> ct Data.	r other
Name(s)			
Capacity			
For the tenderer:			
	(Insert name and address of organization)		
Name & signature of witness		Date	
Tenderer's (CIDB registration number:		
Acceptan	ce		
CPM 2020 Rev	02 PAGE 22	Part C1: Contract Data	







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).

Tender Number: TPL/2024/01/0002/54483/RFQ





and Rehabilitate the Servitude at Springfield.

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.

Name(s) Capacity	
for the Transnet SOC Ltd	
Employer	
(Insert name and address of organisation)	
Name &	
signature of Date witness	

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline





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		

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

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

	For the tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness		
Date		

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline



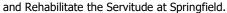
and Rehabilitate the Servitude at Springfield.

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: quant	Priced contract with bill of ities
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		X2	Changes in the law
		X5:	Sectional Completion
		X7:	Delay damages
		X16:	Retention
		X18:	Limitation of liability
		Z:	Additional conditions of contract
		Z1 :	Intellectual Property Rights
		Z2:	Assignment and Waiver
		Z 3:	Protection of Personal Information Act
		Z4 :	Additional clauses relating to Joint Venture
		Z5 :	Additional obligations in respect of Termination
		Z6 :	Right Reserved by the Employer to Conduct Vetting through SSA
		Z7 :	Additional Clause Relating to Collusion in the Construction Industry







of	the	NEC3	3 En	igine	ering	and
Cor	nstruc	tion (Contr	act	June	2005
(an	nende	d Jui	ne 2	006	and	April
201	l3)					

10.1 The *Employer* is: **Transnet SOC Ltd**

(Registration No. 1990/000900/30)

Address Registered address:

Transnet Corporate Centre

138 Eloff Street Braamfontein Johannesburg

2000

Having elected its Contractual

Address for the purposes of this

contract as:

Transnet Pipelines

202 Anton Lembede Street

Durban, South Africa

4001

10.1 The *Project Manager* is: (Name)

TBA

Address

Tel

e-mail

10.1 The *Supervisor* is: (Name)

TBA

Address

Tel No.

e-mail

11.2(13) The *works* are

The Supply of Sourcing/Appointment of the

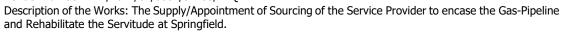
Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.

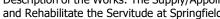
11.2(14) The following matters will be included in the Right Register.

included in the Risk Register

be All those matters recorded in accordance with

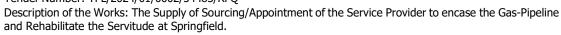
Clause 16.1 of the Contract.





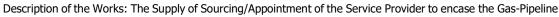


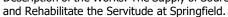
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description and it surroundings"	n of the Site
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subjourisdiction of the Courts of South	
13.1	The language of this contract is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor</i> 's main responsibilities	No additional data is required for the conditions of contract.	his section of
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	ТВА	
11.2(9)	The <i>key date</i> s and the <i>condition</i> s to be met are:	Condition to be met	key date
		 Completion of whole works Servitude at Springfield 	ТВА
30.1	The <i>access dates</i> are	Part of the Site	Date
		 Site Access Servitudesat Springfield 	ТВА





31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The starting date is	ТВА
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 $W \ O \ r \ k \ S$.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	15 th (fifteenth) 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,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area







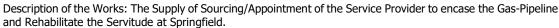
The weather data are the records of past weather measurements for each calendar month which were Servitude at Springfield

recorded at:

and which are available from: South African Weather Service 012 367 6023 or

info3@weathersa.co.za.

			into3@weatnersa.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		Employer provides these ances from the Insurance	
	1	Insurance against:	Loss of or damage to the W or k s , 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 Works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
		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.
	No	te:	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	insura bodily <i>Conti</i> course conne	ractor arising out of and in the	Occupational Injuries and Diseases Act No. 130
	The	Contractor provides these	1 Where the contract requires that the design of

additional Insurances

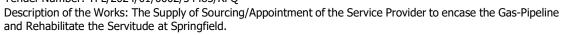
The Contractor provides these 1 Where the contract requires that the design of any part of the W Ork S shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline



and Rehabilitate the Servitude at Springfield.

- 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 *Em ployer* that such plant & materials, components or other goods for incorporation in the *W ork S* are adequately insured during manufacture and/or fabrication and transportation to the site.
- 3 Should the *Em ployer* 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 R5 000 000
- 7 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*.







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>Em ployer</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	
В	Priced contract with Bill of Quantities	No additional data is required for this Option.

11	Data for Option W1					
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a disput arises. If the parties cannot reach an agreemer on the $A\ d\ j\ u\ d\ i\ cator$, the Chairman of the Association of Arbitrators will appoint a Adjudicator.				
W1.2(3)	The Adjudicator nominating body is:	The Chairman of the Association of Arbitrators (Southern Africa)				
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)				
W1.4(2)	The <i>tribunal</i> is:	Arbitration				

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline



and Rehabilitate the Servitude at Springfield.

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 **Durban, South Africa** held is

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure (Southern Africa) does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators

12 Data for secondary Option clauses

X2 No additional data is required for this Option Changes in the law **X5 Sectional Completion**

The *completion date* for each X5.1 Completion Section *section* of the *works* is: **Description** date

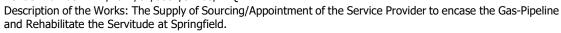
> 1. Servitude Completion **TBA** of **Springfield** the whole works

X5 & X7 Sectional Completion and delay damages used together

X7.1 damages Delay for late

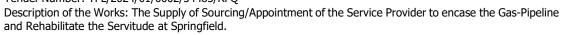
X5.1 Completion of the *Section*s of the *Section* **Description** Amount per worksare: day

Tender Number: TPL/2024/01/0002/54483/RFQ





							T	
X16	Retention				A.:.			
X16.1	The reter	ntion	free amo	unt is	Nil			
X18					15% on all			
X18.1	Employer				payments certified. Nil for			
						indirect		
	consequential loss is limited to:							
X18.2	For any one event, the				The deductible of the relevant insurance policy			
	Contractor's liability to the							
						Γ		
	Employer for loss of or damage to							
	the <i>Employer's</i> property is limited							
	to:			or				
X18.3	The <i>Contractor's</i> 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 <i>Employer</i> for all matters				The Total of the Prices			
	arising under or in connection with							
	this contract, other than excluded							
	matters, is limited to:							
X18.5	The <i>end of liability date</i> is				Completion of the whole of the			
					works			







Z	Additional conditions of contract are:	F
Z1	Intellectual Property Rights	
Z.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.
Z2	Assignment and Waiver	
Z2.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (<i>Em ployer</i> or <i>Contractor</i>) without the prior written consent of the other Party (<i>Employer</i> or <i>Contractor</i>), which consent shall not be unreasonably withheld
Z2.2		No grant by the <i>Contractor</i> or the <i>Employer</i> to the other of any concession, waiver, condo nation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the granter in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z 3	Protection of Personal Information Act	
Z3.1		The <i>Employer</i> and the <i>Contractor</i> 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.

Tender Number: TPL/2024/01/0002/54483/RFQ

Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline

and Rehabilitate the Servitude at Springfield.

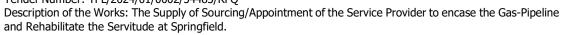


Z4 Additional clauses relating to Joint Venture

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint Venture venture, the Contractor shall provide the Employer with **Z4.1** 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: of their joint and several liabilities to the i. **Employer** to Provide the Works; identification of the lead partner in the joint ii. venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative; Identification of the roles and responsibilities iii. of the constituents to provide the Works. **Financial requirements for the Joint Venture:** iv. the Pwarorcki:incgntrcactpoiataal requirements Contract DaftaOpriovtidheed by Jidy ein EtmplVo yeen r ture and the extent to which and manner whereby this will be provided v 02

Tender Number: TPL/2024/01/0002/54483/RFQ







Z4.2		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Em ployer</i> .
Z 5	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 subbullet:
Z 5.2	Termination Table	 commenced business rescue proceedings (R22) repudiated this Contract (R23) 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	

Tender Number: TPL/2024/01/0002/54483/RFQ







Z6.1

The *Em ployer* 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:

- 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.
- 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.
- 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.

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



C1.2 Contract Data

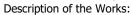
PART TWO - DATA PROVIDED BY THE CONTRACTOR

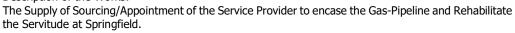
The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. 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 working areas are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

Contract Number: TPL/2024/01/0002/54483/RFQ







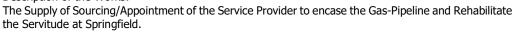


	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
В	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</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	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.

В	Priced contract with bill of quantities	Data for the Shorte Components	r Schedule o	f Cost
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

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:





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

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:



the Servitude at Springfield.



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The bill of quantities (Refer to Annexure 2)	

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



C2.1 Pricing instructions: Option B

THE CONDITIONS OF CONTRACT

How the contract prices work and assesses it for progress payments

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

Identified	11
and defined	
terms	11.2

- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

CPM 2021 Rev 01

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



Function of the Bill of Quantities

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

Guidance before pricing and measuring

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

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

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

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



MEASUREMENT AND PAYMENT

Symbols

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

Abbreviation	Unit
%	percent
Н	hour
На	hectare
Kg	kilogram
KI	kilolitre
Km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
Kw	kilowatt
L	litre
М	metre
Mm	millimetre
m²	square metre
m²-pass	square metre pass
m³	cubic metre
m³-km	cubic metre-kilometre
MN	meganewton

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude at Springfield.



MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ⁶	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
Т	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
 - 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
 - 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
 - 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
 - 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

-

⁶ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:



the Servitude at Springfield.



- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.4 Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

Contract Number: TPL/2024/01/0002/54483/RFQ

Description of the Works:

The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate

TRANSNET

the Servitude at Springfield.

C2.2 The bill of quantities

SPRINGFIELD GAS PIPELINES SERVITUDE REHABILITATION FOR DURATION OF THREE MONTHS - BILL OF QUANTITIES ITEM CIVIL WORKS INFORMATION UNIT QTY RATE AMOUNT 1.0 Preliminaries & General Items Detailed breakdown required 1.0 R 1.1 Sum R 1.2 Surveying Sum 1.0 Sub Total R Clearing and Grubbing Clearing/ Grubbing with machines and some hand Labour where necessary 1000.0 2.1 m2 Sub Total R Excavation and preparation of Insitu material R 1192.5 3.1 Excavate and remove material to expose gas pipeline m3 Supply and install temporal support at 10m interval and maintain 250mm space below 3.2 30.0 R no. Compact the founding level to 93% Mod AASHTO, verify compaction requirements by 3.3 450.0 R nuclear density gauge "Troxler" machine m2 Supply, lay, and prepare 50mm bedding (River sand/ or material approved by TPL Engineer) 3.4 for concrete base slab m3 6.8 Sub Tota 4.0 Precast concrete base slab and concrete portal culvert Supply and install precast concrete base slab underneath gas pipeline, strictly in accordance 4.1 75.0 no. to manufactures specification, guidelines, and methodology R 4.2 Supply, lay and prepare 100mm thick gas-pipeline bedding in a form of Samd-bags m3 6.8 R Supply and install precast concrete portal culvert over gas pipeline strictly in accordance to 4.3 manufactures specification, guidelines, and methodology 75.0 R no. Supply and apply cement mortar to seal all the joints and eye-points to prevent migration of 4.4 0.2 R fines during backfilling m3 Supply and install Grade A4 Geotextile bedim to cover the installed pre-cast concrete portal 4.5 240.0 R m2 culvert Sub Total R 5.0 Earthworks Supply and backfill with selected granular material (G5) in layers not exceeding 200 mm per 5.1 1192.5 R m3 Compact G5 Layers to 93% Mod AASHTO in layers not exceeding 200 mm per lift using 5.2 plate compactor or similar equipment m3 1192.5 R Supply and install GeoCell fill up with G5 material/or selected Material approved by TPL 5.3 360.0 m2 Sub Tota R 6.0 Gabions Excavating all material situated within 0m to 1.5m depth range below th surface level 90 R 135 R Surface preparation for bedding the gabion boxes 6.2 m2 Supply and install Grade A4 Non-woven geotextile to prevent migration of fines from the 6.3 m2 240 R back, underneath and to the face of gabion structure 6.4 Supply and install galvanized gabion boxes (hexagonally woven mesh) - 1m x 1m x 1m m3 120 R Supply and backfill with selected granular material (G5) in layers not exceeding 200 mm per 30 R lift the backside & the face of gabions below ground surface m3 Supply and install Clean, hard, dense, durable, rounded & angular shaped gabion stones between 100mm - 250mm. m3 120 Sub Total R Grand Total R

Any and all expenses to provide the service must be incorporated in the rates.

Document No. : PL 682 Page 50 of 134 Issued: Department Elec

Revision : 002

Transnet Pipelines
Tender Number: TPL/2024/01/0002/54483/RFQ
Description of the Works: The Supply of Sourcing/Appointment of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.





PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

describes the Site and its surroundings and is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

No.	Site Name	Physical Address	Co-ordinates
1.	Springfield	Bisasar Landfill Site Dulham Road	