

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

THE SUPPLY, DELIVER AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON FOR A PERIOD OF ONE MONTH

RFP NUMBER	: WRAC-PE-44081
ISSUE DATE	: 02 April 2024
CLOSING DATE	: 18 April 2024
CLOSING TIME	: 11:00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	THE SUPPLY, DELIVER AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON FOR A PERIOD OF ONE MONTH
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	No Site Briefing
CLOSING DATE	11:00am on 18 April 2024 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;

-
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-20 [Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*



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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Estelle van Wyk
	Address:	Transnet Park Building, 1st Floor, Robert Sobukwe Road, Bellville
	Tel No.	021 940 1901 / 084 764 1601
	E – mail	estelle.vanwyk@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility in terms of the Construction Industry Development Board:</p> <p>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 3 SB or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 3 SB 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. 	
C.2.12	No alternative tender offers will be considered.	

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: WRAC-PE-44081
- The Tender Description: The supply, deliver and lay of 40mm 9,5mm COLTO medium grade asphalt for Quay 3, Port of East London for a period of one month

Documents must be marked for the attention of:
Employer's Agent: Estelle van Wyk

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

C.2.15 The closing time for submission of tender offers is:
Time: **11:00am on 18 April 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 Only tenders that are Administratively and Substantively Responsive will be evaluated

further in accordance with the 80/20 preference points systems as described in the Preferential Procurement Regulations.

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

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 & 2 – 5 Points allocated +50% Black Youth Owned Entities – 5 Points allocated 30% Black women Owned entities – 5 Points allocated Entities Owned by People with Disability (PWD) – 5 Points allocated	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

or potentially compromise the tender process and persons in the employ of the state.

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

2.1.1 T2.2-01 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.2 These schedules are required for eligibility purposes:

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

2.1.3 Returnable Schedules:

General:

- T2.2-03 Plan
- T2.2-04 Project Organogram, Management & CV's
- T2.2-05 Previous experience
- T2.2-06 Quality Management
- T2.2-07 Environmental Management
- T2.2-08 Health and Safety Management
- T2.2-09 Health and Safety Questionnaire
- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Schedule of proposed Sub-contractors
- T2.2-16 Affected Property Establishment Requirements

Agreement and Commitment by Tenderer:

- T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire. Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFQ Declaration Form
- T2.2-20 RFQ – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact

T2.2-23 Supplier Code of Conduct

2.1.4 Insurance:

T2.2-24 Insurance provided by the Contractor

2.1.5 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data Part 2 (by the *Contractor*)

2.4 C2.2 Price List

T2.2-01 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (_____ 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.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

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

YES	
------------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Tenderer / Contractor _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3 SB** or higher class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3 SB 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.

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

Signed Date

Name Position

Tenderer

T2.2-03: Plan

Note to tenderers:

Programme

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

The Tenderer's attention is drawn to core clause 21 of the NEC3 Term Service Contract regarding the items to be shown on a plan.

Please provide your proposed plan, inclusive but not limited to the following:

The duration of the contract work is 1 month.

Bill of Quantity No	Activity description	Start date	Finish date	Preceding activities	Time risk allowances (TRA)
----------------------------	-----------------------------	-------------------	--------------------	-----------------------------	-----------------------------------

Signed _____ Date _____
Name _____ Position _____
Tenderer _____



T2.2-04: Project Organogram, Management & CV's

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. **CV's and proof of qualifications** attached for the Project Team including Safety Officer and Quality Assurance Representative. The Individual CV's from the Project Team to indicate level of general experience and qualifications of key staff within the organization.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
Working with the NEC3 Term Service Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

Index of documentation attached to this schedule:
--

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-05: Previous Experience

Note to tenderers:

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

Contactable references relevant to this RFQ with a completion certificate, written reference or in execution (company name, contact person, contact no. and value of work).

Index of documentation attached to this schedule:
--

Signed	Date
Name	Position
Tenderer		

T2.2-06 Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management stated in the Works Information and should include but not be limited to the following.

1. Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
2. Check list of procedures and method statements to be used during the contract.
3. A signed Quality Policy

Attached submissions to this schedule:

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-07: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet SOC Limited – TFR Standard Environmental Specification (TFR / EMS (SES) – 001);
 1. The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to the abovementioned requirements
 2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - Details the Managements commitment to preventing and controlling environmental impacts.
 3. The tenderer must provide specific Environmental Management Plan which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-08: Health and Safety Management

Submit the following documents as a minimum with your tender:

1. A safety plan to be submitted in accordance with the OHS1993 and Transnet Freight Rail's health and Safety Specification TFR-ISM-RN-R&C-FM009.
2. Risk assessment.
3. Construction Safety File (Index)
4. Construction Safety Work Method Statement
5. Health and Safety Appointments with certificates.

Attached submissions to this schedule:

.....
.....

Signed Date

Name Position

Tenderer



T2.2-09: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. CITATIONS			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? Yes No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? Yes No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>



5B. Do you have a program for training newly hired or promoted supervisors? Yes No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? Yes No

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

T2.2-10: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11 Record of Addenda to Tender Documents

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

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

Signed Date

Name Position

Tenderer



T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

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

Signed Date

Name Position

Tenderer



T2.2-13: 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.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-14: 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 *service* as described in the Service Information.

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-15: 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 *service*.

Note to tenderers:

- 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.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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



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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

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 the 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;
- (b) B-BBEE Status Level of Contribution; and
- (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 CONTRIBUTION Level 1 or 2 – 5 Points allocated 50% Black Youth Owned Entities – 5 Points Allocated 30% Black women Owned entities – 5 Points allocated Entities Owned by People with Disability (PWD) – 5 Points allocated	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of 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.
- 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.
- (l) **"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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- 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. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 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 Status contributor	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
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency

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

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

5. BID DECLARATION

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



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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional Service provider
 - Other Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to



- penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2

Full Name	Identity Number	Name of institution	State

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting
the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will

² 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.



not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder



T2.2-18 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

And

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2 CONFIDENTIAL INFORMATION

- 2.3 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.
- 2.4 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.5 Notwithstanding clause 2.3 above, the Receiving Party may disclose Confidential Information:
 - 2.5.2 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.4 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
 - 2.5.3 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.6 below.
- 2.6 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.5.3 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.

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- 2.7 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.
- 2.8 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

- 3.3 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.4 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.
- 3.5 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.5.2 return all written Confidential Information [including all copies]; and
- 3.5.3 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.6 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.5.3 above.

4 ANNOUNCEMENTS

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

5 DURATION

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

6 PRINCIPAL

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

7 ADEQUACY OF DAMAGES

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

8 PRIVACY AND DATA PROTECTION

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

9 GENERAL

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.7 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.8 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-18 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

-
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
 - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
 - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-20: REQUEST FOR PRICE – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-21 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:
 - a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.
- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures

and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited

to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer / Service Provider / Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or

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

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

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider /

Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

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

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

13 GENERAL

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

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-23: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- 2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-24: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	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.			

Signed

Date

Name

Position

Tenderer

T2.2-26 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	<input style="width: 60%;" type="text"/>
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	<input style="width: 60%;" type="text"/>



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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?	Yes	No							
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9

Majority Race of Ownership			
% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership	% Black Youth Ownership
% Black Unemployed	% Black People Living in Rural Areas	% Black Military Veterans	



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

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required

<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
--	---

<p>DEVELOPMENT PLAN DOCUMENT</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
---	---



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

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



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (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 naturalisation- <ol style="list-style-type: none"> 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”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date : _____

Commissioner of Oaths

Signature & stamp

Date:

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY –
GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies,
Public Benefit Organisations etc.**

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 Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (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 naturalisation- <ol style="list-style-type: none"> 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”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries 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 has _____% Black Female Beneficiaries 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 has _____% Black Designated Group Beneficiaries 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 Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

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 (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (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 naturalisation- <ol style="list-style-type: none"> 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”	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
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 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp
 Date:

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies,
Public Benefit Organisations etc.**

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 Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (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 naturalisation- <ul style="list-style-type: none"> 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;”
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3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries 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 has _____% Black Female Beneficiaries 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,
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 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
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- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

C1.1 Form of Offer & Acceptance

Offer

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

THE SUPPLY, DELIVERY AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Service 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 of award.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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)*

Name & signature of witness

Date

.....

.....

.....

.....

.....

.....

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law Z: <i>Additional conditions of contract</i>
10.1	The <i>Employer</i> is: Address	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Transnet Park Building Robert Sobukwe Road Bellville
	Tel No.	021 940 1901 /084 764 1601
10.1	The <i>Service Manager</i> is (name):	Arthur Mdingi
	Address	Transnet Freight Rail, 17 Upper Western Avenue, Goods Shed, Cambridge, East London, 5247
	Tel	083 402 7393
	e-mail	arthur.mdingi@transnet.net

11.2(2)	The Affected Property is	Port of Cape Town
11.2(13)	The <i>service</i> is	Supply and lay of premix
11.2(14)	The following matters will be included in the Risk Register	1. The site will be fully operational and the Contractor will be working in a security restricted area. 2. Heavy Traffic
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	02 May 2024
30.1	The <i>service period</i> is	One month
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.

8	Risks and insurance	
80.1	These are additional Employers risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury 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 <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Cape Town The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

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

Z Additional conditions of contract

Z1 Obligations in respect of Termination

Z1.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
------	---

Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
------	--	---

Z4 Protection of Personal Information Act

Z4.1		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
------	--	--

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	T2.2-13
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in T2.2-04

Transnet Freight Rail

Contract Number: WRAC-PE-44081

Description of the Service: THE SUPPLY, DELIVER AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON FOR A PERIOD OF ONE MONTH



A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	R_____ excl. vat

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	1

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

**Identified 11
and defined
terms**

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The activities listed by the *Employer* are the activities acceptable and identifies the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.

1.3.4 The *Price list* by the *Employer* is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan submitted by the Contractor in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Item	Description	Unit	Qty	Rate	Amount
1	Preliminary & General	Sum	1		
2	Cover existing services such as manholes, concrete beams and Electrical boxes	Sum	1		
3	Sweep until all loose soil binder and foreign material has been removed	M2	4420		
4	Prime Coat: Spray type emulsion: COLPRIME E	M2	4420		
5	Tack coat	M2	4420		
6	Asphalt surfacing: 40 mm thick for Roadway and Sidewalk (continuously graded medium asphalt, 50/70 penetration grade bitumen)	Ton	468.52		
7	Variations in quantity of:				
7.1	Prime	L	3,300.00		
7.2	Tack	L	850		
7.3	Bituminous binder (50/70 penetration grade)	Ton	1.55		
	Total (Excl. VAT) Carried to C1.1 Form of Offer and Acceptance				R

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Service Information</i>	23
Annexure A	Health and Safety Specification TFR-ISM-RN-R&C-FM009	15
Annexure B	Baseline Risk Assessment	26
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C3.1 Service Information

1 Description of the *service*

1.1 Executive overview

Transnet Freight Rail has identified a need to repair the pavement layer works at the back of Quay 3 and the ferry landing area because the back of quay has displayed signs of decay as water is penetrating onto the surface of Quay 3 and leaches out small sand particles from the back of the quay. A gradual decline in the condition of Quay 3 has been noted, as defects were found within the low high-water area and the concrete has eroded in numerous places. Quay 3 (or G Berth) is situated on the East bank Multi-Purpose Terminal (MPT). The Project site is located within the Port boundary. Access to the site is through the Port Entrance on Hely Hutson Road.

1.2 Purpose

The purpose of this document is to outline the scope of services and deliverables that TFR will require of a *Contractor* with the necessary experience and expertise to conduct the remedial pavement layer works at the back of Quay 3 with minimal disruption to Port operations. The Owner of the works is Transnet National Ports Authority (TNPA).

2 SERVICE

2.1 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service

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

2.1.1.1 The work to be carried out is at Quay 3 Port of East London

2.1.1.2 The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times.

2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

2.1.2.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the *Employer*. To this end, access routes are allocated and coordinated by the *Service Manager*.

2.1.2.4 The *Contractor* ensures that all his staff, labour and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within the service area complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

2.1.3 **People restrictions on Affected Property; hours of work, conduct and records:**

2.1.3.1 The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Service Manager* prior to commencement of the proposed working hours.

2.1.3.2 The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times.



2.1.4 Cooperating with and obtaining acceptance of others

2.1.4.1 The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Service Manager*.

2.1.5 Publicity and progress photographs

2.1.5.1 The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

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

2.1.6 Equipment provided by the *Employer*

2.1.6.1 None

2.1.7 Site Services and Facilities

2.1.7.1 The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

2.1.7.2 Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet Freight Rail and shall be obtained by the *Contractor*.

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

2.1.8.1 A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

2.1.8.2 The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Service Manager* or his duly appointed representative.

2.1.8.3 The layout of any construction site, if required, shall be submitted to the *Service Manager* for his approval before the *Contractor* starts erecting his camp. The layout of any construction site, if required, shall be submitted to the *Service Manager* for his approval before the *Contractor* starts erecting his camp.

2.1.9 **Facilities provided by the Contractor**

2.1.9.1 The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

2.1.9.2 No accommodation for the *Contractor's* and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Service Manager*, be accommodated on site.

2.1.9.3 The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Service Manager*.

2.1.10 **The Contractor provides the following facilities for the Service Manager.**

2.1.10.1 The *Contractor* will not be required to provide any facilities for the use of the *Service Manager*.

2.1.11 **Existing premises, inspection of adjoining properties and checking work of Others**

2.1.11.1 The *Contractor* and the *Service Manager* will inspect the immediate surroundings and record any damage before work is started.

2.1.12 **To be provided by the Contractor**

2.1.12.1 The *Contractor* shall supply all labour, vehicles, machinery, small plant and any mechanised equipment for the proper execution of the works.

2.1.12.2 All tools and labour required to perform the work as stipulated in the Price List shall be provided by the *Contractor* and included in his tendered rates.

2.1.12.3 The maintenance, leasing, hiring and insurance of this equipment will solely rest with the *Contractor*.

2.1.12.4 The *Contractor* shall be responsible for his own arrangements with regards to the transport and safe keeping of this equipment and materials.

2.1.12.5 No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials.

2.1.12.6 The making of fires, for whatever purpose, on Transnet's property is strictly prohibited.

2.1.13 **Restoring of work site**

2.1.13.1 The *Contractor* shall always keep the site tidy and remove all old material such as rubble, off cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site. The *Service Manager* may order the *Contractor* to stop all work, until such time as, in his opinion, this condition has been met.



2.1.14 Existing Services

- 2.1.14.1 The *Contractor* shall take all reasonable precautions to protect existing services during the execution of the work and during relocation of such services.
- 2.1.14.2 Any pipe, cable, conduit or other services of any nature whatsoever indicated to the *Contractor* and subsequently damaged as a result of the *Contractor's* operations, shall be repaired and reinstated forthwith by the *Contractor* or by the Authority concerned, all at the expense of the *Contractor* and to the satisfaction of the *Service Manager*.
- 2.1.14.3 Whenever unknown services are encountered which interfere with the execution of the work and which require to be moved and relocated, the *Contractor* shall advise the *Service Manager*, in writing within 24 hours of such encounter, and the *Service Manager* will determine the extent of the work, if any, to be undertaken by the *Contractor* in removing, relocating, and reinstating such services.
- 2.1.14.4 Any work required to be undertaken by the *Contractor* in the moving and relocation of unknown services for which no provision is made in the contract document, or for which no applicable tender rates exist, will be dealt with according to the NEC TSC compensation events procedure.

2.2 Completion, testing, commissioning and correction of defects

2.2.1 The work to be done by the Completion Date

- 2.2.1.1 On or before the Completion Date the *Contractor* shall have done everything required to provide the *Service* before the Completion Date. The *Service Manager* cannot certify Completion until all the work has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.
- 2.2.1.2 The *Service Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

3 Materials

3.1 Prime

3.1.1 The prime shall be one of the following:

- a) a prime type road tar that complies with the applicable requirements of SABS 748 or SABS 749;
- b) a cutback bitumen of type and grade designation MC-30 or MC-70 that complies with the applicable requirements of SABS 308; or
- c) an invert emulsion that complies with the requirements of SABS 1260.

3.2 Curing coat

3.2.1 The curing coat, if required, shall be a spray type emulsion complying with the applicable requirements of SABS 548 or SABS 309.

3.3 Tack coat

3.3.1 A tack coat shall consist of a bitumen emulsion that complies with the applicable requirements of SABS 309 or SABS 1260 and that is of sufficient stability to allow for dilution.

3.4 Bituminous binder

3.4.1 Base

The bituminous binder for the asphalt base shall be an acceptable grade of one of the following:

- a) A road tar binder that complies with the applicable requirements of SABS 748; or
- b) A bitumen that complies with the applicable requirements of SABS 307.

3.4.2 Surfacing

The bituminous binder for the asphalt surfacing shall be an acceptable grade of one of the following:

- a) A penetration grade bitumen that complies with the applicable requirements of SABS 307; or
- b) A road tar binder that complies with the applicable requirements of SABS 748.

3.5 Aggregates

3.5.1 General

Coarse and fine aggregates shall, except where otherwise specified in 4.5.3 to 4.5.6 (inclusive), comply with the applicable requirements of 3.3.1 of SABS 1200 M for grade 1, grade 2 or grade 3, as applicable.

3.5.2 Type

Aggregates obtained from the crushing of dolomite, felsite or norite shall not be used for surfacing unless provided for in the project specification.

3.5.3 Immersion index

The minimum immersion index of an asphalt mixture made with the proposed aggregate, determined in accordance with the appropriate method given in TMH 1, shall be 75%.

3.5.4 Bituminous binder absorption

The maximum bituminous binder absorption of the aggregate, determined in accordance with method C4(8) of TMH 1, shall be 1.0%.

3.5.5 Sand equivalent value

The minimum sand equivalent value of the blended aggregate shall be 30.

3.5.6 Grading

Subject to the requirements of 6.8.2 and unless otherwise specified or ordered by the Service Manager, the grading of the components of an aggregate shall be such that the grading of the combined aggregate in the working mix falls within the grading limits given in table 1, 2 or 3 of SANS 1200 MH, appropriate to the application and the type of grading.

3.6 Mineral filler

3.6.1 Base and continuously graded and gap-graded surfacing.

3.6.2 Mineral filler for base and continuously graded and gap-graded surfacing shall consist of one of the following:

- a) portland cement that complies with the applicable requirements of SABS ENV 197;
- b) lime that complies with the applicable requirements of SABS 824;
- c) approved milled granulated blastfurnace slag;
- d) approved rock flour; or
- e) approved fly ash.

3.6.3 Open-graded surfacing

Mineral filler for open-graded surfacing shall consist of lime that complies with the applicable requirements of SABS 824.



3.6.4 Quantity of active mineral filler

The quantity of active mineral filler, i.e. lime or cement, in base and surfacing shall not exceed 2 % (by mass) of the total aggregate blend.

4 Plant and Equipment

4.1 General

4.1.1 All plant and equipment shall be of adequate rated capacity and in good working condition and shall be operated by properly qualified operators.

4.1.2 All plant and equipment that are operated on the road during construction of the surface treatment shall be free from any binder, fuel, or oil leaks. No refuelling or servicing of any equipment shall take place while such equipment is on the road.

4.1.3 The *Contractor* shall provide and maintain sufficient plant and or equipment to meet all contractual requirements and shall not remove any of this plant and or equipment from the site without the written permission of the *Service Manager*. He shall, however, remove unsuitable, obsolete or worn-out plant and or equipment from the site when ordered to do so by the *Service Manager* and replace these with plant and or equipment approved by the *Service Manager*.

4.2 Binder distributor

Each binder distributor shall be capable of maintaining a bituminous binder at any prescribed temperature within the ranges specified in 5.1.6 of SANS 1200 MG, and of spraying the bituminous binder evenly over the surface to be sprayed. It shall incorporate sufficient devices for controlling the rate of application within the applicable tolerances given in 6.1. of SANS 1200 MG.

Each binder distributor shall have a valid calibration certificate, issued by an approved authority, on which the date of expiry is stated (see TMH 2).

4.3 Chip spreaders

Each chip spreader, whether self-propelled or truck-mounted, shall be capable of

- a) spreading the stone chips uniformly over any width in the range 1.5 m to at least 3.5 m,
- b) adjustment to permit variation in the rate of application,
- c) stopping and starting without forming a joint line, and
- d) keeping pace with the binder distributor.

4.4 Rollers

4.4.1 General

Sufficient rollers of each type shall be available on the Site to maintain the required tempo of work.

4.4.2 Pneumatic-tyred rollers

Each pneumatic-tyred roller shall be of the self-propelled type equipped with smooth pneumatic tyres of uniform size and diameter. The compaction width shall be at least 13 m and the minimum contact pressure shall be 275 kN/m².

The rollers shall be such that tyre pressures of up to 600 kPa are possible. Wheels shall be so positioned that the tracks of the back wheels overlap the tracks of the front wheels.

4.4.3 Flat steel-tyred rollers

Each flat steel-tyred roller, for use only on the first coat of a double seal surface, shall be self-propelled, of mass between 6 t and 8 t and equipped with suitable devices for cleaning the wheels.

4.5 Brooms

4.5.1 Drag broom

Each drag broom shall be of a size, type and mass that will enable the stone chips to be distributed evenly over the surface without dislodging stone chips from the binder.

4.5.2 Rotary broom

Each rotary broom shall be of an approved type and shall be available on the Site at all times during surfacing work.

4.6 Mixer for slurry seal

A mixer of an approved type shall be provided for the mixing of slurry seal. The mixer, whether it is a batch mixer or a continuous mixer, shall be of such capacity that the programmed output is achieved and shall be equipped with mass or volume measuring devices capable of controlling, with acceptable accuracy, the proportions of each constituent of the mix. The paddles of the mixer shall be so designed as to ensure complete blending of the constituents of the slurry.

4.7 Spreader Box for Slurry Seal

Where a spreader box is used, it shall be so constructed that its weight is distributed on metal skids in such a way that no damage is done to the surface when the box is in operation.

Rubber belting shall be attached to the framework in such a way that no spillage of slurry occurs past the sides of the spreader box when the box is in operation.

The spreader box shall be capable of spreading a uniform application of slurry seal at the specified rates over a width that is adjustable from 2.4 m to 4.0 m, and it shall have efficient mechanical means of adjusting the rates and widths of application to those specified.

4.8 Pre-coating plant

Pre-coating of stone chips may be done in any suitable plant capable of uniformly coating the stone chips.

4.9 Miscellaneous equipment

Sufficient equipment for loading, handling and hauling aggregate and binder shall be provided by the *Contractor* to ensure prompt and continuous covering of bituminous material as specified. The *Contractor* shall have available on the Site all the ancillary equipment and hand tools, thermometers, etc., necessary to carry out the work efficiently.

5 Construction

5.1 Preparation of base

The base shall be thoroughly swept with mechanically driven brooms until all loose soil binder and foreign materials have been removed and the top surface of the stones have been exposed. Any superficial film of soil binder that might have formed on the surface during watering and rolling shall be removed completely.

Where the bituminous surfacing is to abut against kerbs, channels or manhole frames, the vertical face of each such kerb, channel and frame shall be cleaned.

5.2 Demarcation of the work area

The *Contractor* shall demarcate the area to be sprayed.

5.3 Protection of kerbs, channels, etc

Kerbs, channels, manholes, etc., shall be protected from the spray or slurry application. Any kerbs, channels, manholes, etc., on which binder or slurry is sprayed or splashed or which are damaged shall be thoroughly cleaned or replaced (as appropriate) by the *Contractor* at his own expense and to the satisfaction of the *Service Manager*.

5.4 Transverse joints between bituminous binder sprays

In order to prevent overlapping at junctions of separate bituminous binder applications, the previous work shall be covered in an approved manner at the joint and for a distance back from the joint sufficient to ensure that the sprayer is operating at the required rate before the untreated surface is reached, and to prevent the application of additional binder to the previously treated section. The same method shall be used to ensure a neat joint at the end of each run.

5.5 Weather limitations

5.5.1 No bituminous surfacing work shall be done:

- a) During foggy or rainy weather,



- b) When, in the opinion of the Service Manager, the wind strength is sufficient to interfere with the spray work,
- c) When the temperature of the road surface immediately before the intended time of the surfacing operations is below, or likely to fall below, the applicable temperatures set out in Table 2 of SANS 1200 MG, and
- d) In the case of the application of a slurry seal, when the road surface temperature is below 5°C.

5.5.2 Prime and tack coat

No prime or tack coat shall be applied

- a) during foggy or rainy weather,
- b) when, in the opinion of the Service Manager, the wind strength is sufficient to interfere with the spray work, or
- c) in the case of prime application, when the temperature of the road surface, immediately before the intended time of the application of prime, is below or, in the opinion of the Service Manager, likely to fall below 10 °C.

5.5.3 Asphalt

No asphalt shall be applied

- a) when there is free water present on the road surface, or
- b) when the road surface temperature is below 10 °C for an asphalt thickness of 35 mm or less, or below 5 °C for an asphalt thickness exceeding 35 mm .
- c) No mixing shall be done when the moisture content of the aggregate is such that it could interfere with the uniformity of the temperature of the dried aggregate.

5.6 Prime coat

5.6.1 When a prime coat is required in terms of the project specification, the drawings, or the schedule,

- a) the surface of the base or subbase, as the case may be, shall be cleaned and approval shall be obtained before any further work is done,
- b) a light sprinkling of water may be applied to assist penetration of the prime but care shall be taken to avoid saturating the base or subbase, and causing free water to appear on the surface, and
- c) prime of the type and grade specified shall be sprayed at the ordered rate of application.

5.7 Design of Asphalt

5.7.1 General

The Contractor shall so design the asphalt, using the appropriate materials specified in sections 4.4, 4.5 and 4.6, and that it complies with the requirements given in 6.9.2 to 6.9.4, inclusive.

5.7.2 Marshall Criteria

The properties of an asphalt shall conform to the Marshall criteria given in Table 6 or Table 7, of SANS 1200 MH appropriate to the type of asphalt and to the grading of the aggregate.

NOTE - Open-graded asphalt and pre-coated chips are not subject to Marshall Criteria.

5.7.3 Open-graded asphalt

The composition and voids of open-graded asphalt in the mix shall be as specified by the *Service Manager*.

5.7.4 Pre-coated chips

Chips shall be mixed with 1.5% (by mass) of the binder specified for use in the gap-graded asphalt and 1% of active mineral filler. The bitumen used shall comply with the relevant requirements of SABS 307, except that it shall not be softer than 60/70 penetration grade.

5.7.5 Bituminous binder content

The bituminous binder content shall be subject to approval by the *Service Manager*.

5.7.6 Mineral filler content

The actual amount and type of mineral filler to be used, if any, in continuously graded and gap-graded asphalt shall be subject to the approval of the *Service Manager*.

5.7.7 Approval of mix

- a) The *Contractor* shall submit his mix design proposals to the *Service Manager* for approval and no asphalt shall be placed before written approval of the mix design has been obtained.
- b) Notwithstanding the provisions of 6.9.7 (a), the responsibility for ensuring that the asphalt complies with the specification rests with the Contractor.
- c) Once the actual grading and bituminous binder content for a particular mix design have been approved by the *Service Manager*, that mix shall become the working mix for the Works until such time as an amendment to the mix is ordered by the *Service Manager*. The asphalt placed at any stage shall, subject to the tolerances specified in 8.4, conform to the current approved working mix.



- d) Excavations shall be backfilled with the material and in layer thicknesses as ordered by the *Service Manager*, and the backfilling shall be compacted and finished to the required levels. The requirements for material quality, density and finish specified in other appropriate sections shall remain applicable.
- e) Stabilized materials shall be mixed in concrete mixers or by other approved equipment. Unless otherwise instructed by the *Service Manager*, gravel subbase and base shall be stabilized with cement at a rate of application of 80 kg cement for each cubic metre of material. Gravel base surfaces shall be primed with 30% of anionic emulsion at a rate of application of 0.4 litre/m² immediately after completion and approval.
- f) Crushed stone for layer work shall be treated with 60% anionic bitumen emulsion at a nominal rate of 35 litres of emulsion for each cubic metre of compacted crushed stone. The *Service Manager* may change the emulsion content at his discretion. Before it is added to the crushed stone, the emulsion shall be so diluted with water that the moisture content of the mix shall be the optimum moisture content for compaction.

5.7.8 Restrictions

Unless the contrary is authorized in writing by the *Service Manager*, all excavations shall be backfilled on the same day. Special attention shall be given to controlling and protecting traffic.

5.7.9 The lot size shall normally be a section compacted in one process where essentially the same materials and construction equipment have been used. Where production is on a continuous basis, a lot shall normally mean the product of one day's work and shall not exceed the product of two full days' work. However, a lot of any smaller size may be ordered by the *Service Manager* where:

- the properties under investigation exhibit abnormal local variation within the normal lot size,
- an area is obviously of a different quality from the rest, or
- the rate of production is very high.

5.7.10 All excess premix, drums and waste material must be removed from the site within 48 hours of completion of the job and legally dumped at the *Contractors* expense.

6 Testing/Inspections

6.1 General

6.1.1 Sampling procedures shall comply with the applicable requirements of TMH 5.



6.1.2 Mix design

If so, required in terms of the project specification, the *Contractor* shall, at least 3 weeks before the programmed date of the start of production or delivery of the materials, submit to the *Service Manager* for his approval, his mix design and samples of the aggregates, filler materials and bituminous binder he proposes to use in the mix.

6.1.3 Initial testing

- Before starting construction, the *Contractor* shall, in addition to testing the binder distributor, test materials and other plant as necessary to ensure compliance with the relevant requirements of the specification.
- When so ordered, the *Contractor* shall provide samples and submit certificates to prove that materials or plant (or both) supplied by him comply with the relevant requirements of the specification.
- He shall also provide a sample of mass 75 kg of each type and size of aggregate to be used on the *works* (or such other size of sample as is ordered), for the purpose of the determination of rates of application in accordance with 5.1.7. of SANS 1200 MG. Such samples shall be delivered to the *Service Manager* at least 3 weeks before the date on which the *Contractor* proposes to use the materials on the *works*.

6.1.4 Additional testing

- The *Service Manager* may take samples of materials and order any appropriate test on materials supplied or on work carried out by the *Contractor*.
- Spot checks on application rates of bituminous binders and aggregates by means of trays or boards may be carried out by the *Service Manager*.
- If the costs of individual tests are not itemized in the schedule, the cost of additional tests carried out by the *Contractor* will be dealt with as daywork, provided that, where the results of the tests indicate that the materials or workmanship, or both, do not comply with the applicable requirements of the specification, the costs shall be borne by the *Contractor*.

6.2 Process control

6.2.1 In addition to the requirements for testing given in clause 7 of SABS 1200 D, the following shall apply:

- The *Contractor* shall carry out process control tests at a frequency that is not less than that set out in clause 7 of the standardized specification applicable to the earthworks (subgrade) or layer being processed, and he shall provide the *Service Manager* with the results of such tests.

6.2.2 The *Contractor* shall, for the purpose of process control and to check that the work conforms to the required standards, carry out tests at least at the frequency specified in (a) to (d) below.

- The *Service Manager* may order an increased testing frequency when, in his opinion, it is necessary for the proper control of the work.



- a) Bituminous binders:
1. One bitumen sample taken from each consignment shall be tested to determine penetration.
 2. One tar sample taken from each consignment shall be tested to determine density and viscosity.
 3. One bitumen emulsion sample taken from each consignment shall be tested to determine viscosity and, when relevant, water content.
- b) Aggregates: tests to determine grading, flakiness index and average least dimension (ALD) shall be performed on at least 3 samples taken from each stockpile or from every 300 m³ of aggregate, whichever yields the greater number of samples.
- c) Sands for slurry seal and sand seal: tests to determine grading, dust content and sand equivalent value shall be performed on at least 3 samples taken from each stockpile or from every 200 m³ of sand, whichever yields the greater number of samples.
- d) Application rates: spreading and spraying rates shall be determined for each run and shall be recorded on an approved daily sheet which shall be submitted to the *Service Manager* at the end of each day's work.
- Records of receipts of bituminous binder and of receipts or production of aggregate at Site by the *Contractor* shall also be submitted to the *Service Manager*.

6.3 Routine inspection and testing

- 6.3.1 Routine inspection and testing will be carried out by the *Service Manager*, to check the quality of materials for compliance, but such inspection and testing shall not relieve the *Contractor* of his responsibility to ensure that the materials comply with the relevant requirements of the specifications.
- 6.3.2 Should the average and minimum densities of the earthworks or layer being processed be equal to or exceed the respective values, the earthworks or layer shall be deemed to comply with the requirements for density.
- 6.3.3 Where so required in terms of a standardized specification or the project specification involving major projects or high-quality materials, acceptance control in respect of designated properties shall be carried out in accordance with a statistical acceptance control plan (see appendix B) in terms of which the *Service Manager* may designate lots and specify the size of each lot, the number of samples, and the tests to be carried out by the *Contractor*.
- 6.3.4 Compaction control
- The methods of determining the standard of compaction shall be as stated in TMH 1.

7 Tolerances

7.1 Rates of application

7.1.1 Each rate of application of binder and aggregate shall not vary by more than 5 %, from that ordered by the *Service Manager*.

7.2 Finished surface

7.2.1 When a straightedge of length 3 m is laid on the finished surface parallel with the centreline of the road, the distance between the surface and the straightedge shall nowhere exceed 10 mm.

7.3 Prime, curing and tack coat

7.3.1 Subject to a tolerance of $\pm 5\%$, the rate of application of each prime, curing and tack coat shall not differ from the specified rate of application ordered by the *Service Manager* for a particular operation.

7.4 Working mix

7.4.1 Grading

The grading of the aggregate blend, determined on samples, shall not deviate from the approved working mix grading by more than the applicable value given in Table 1.

Table 1: Grading tolerance

1	2	3
Nominal aperture size of sieve (mm)	PD of mass of aggregate passing sieve (%)	
	Base	Continuously graded and gap-graded surfacing
4.750 and larger	± 7	± 6
2.360	± 7	± 6
0.300	± 5	± 4
0.075	± 3	± 2

7.4.2 Marshall Criteria

See 6.8.2.

7.4.3 Voids content

The air voids content of any Marshall control test specimen shall not deviate from the air voids content ordered by more than 2.0% for bases, 1.5% for gap-graded surfacing, and 1.0% for continuously graded surfacing.

7.4.4 Bituminous binder content

The bituminous binder content, determined on samples taken as specified in 7.2, shall not deviate from the ordered value by more than 0.5% (by mass) for gap-graded asphalt and 0.4% (by mass) for continuously graded asphalt.

7.4.5 Filler content weighing

Any error in the weighing of filler shall not exceed 2%.

7.4.6 Working temperatures

The temperature of each heated bituminous binder, aggregate and mix shall be maintained within the applicable specified temperature range.

7.5 Dimensions, levels, etc.

7.5.1 Frequency of checks

For the purpose of control, the Contractor shall carry out checks at the frequency set out in Table 2.

Table 2: Frequency of construction tolerance checks

1	2		3
	Frequency of checks		
Measurement	Area of length of road to which one check is applied, max	Number of measurements made per area or length, min	
Surface levels	20 m ²	3	
Thickness	1000 m ²	4	
Width of section	50 m ²	1	
Cross-section	20 m ²	1	
Smoothness	40 m ²	1	

7.5.2 Grade

Except where the base or surfacing is placed against kerbs or channels, the finished surface shall be not more than 10 mm above or 40 mm below the designated grade.

Where the base or surfacing is placed against kerbs or channels, it shall be so shaped that

- a) the height of the edge of completed surfacing above the level of the channel or kerb, as applicable, or, where the water flow is from a dummy channel to the surfacing, below the level of the dummy channel, is 10 mm or less; and
- b) the deviation from the specified grade does not exceed the applicable value given in Table 3.

Table 3: Maximum deviation from grade

1	2
Length of grade measured (m)	Maximum deviation from specified grade (%)
2	0.34
5	0.27
10	0.21
20	0.13
30	0.08

7.5.3 Width

The width of the base or surfacing shall not be less than the width specified in the project specification or given in the drawings.

7.5.4 Thickness

The average thickness in any length of road, determined from cores cut from the layer, shall not be less than the specified thickness and in no place shall the actual thickness

- a) of base differ from the specified thickness by 6 mm or more, and
- b) of surfacing be less than the specified thickness for surfacing by an amount of 5 mm or more.

7.5.5 Cross-section

When an approved template is laid on the surface at right angles to the centre-line of the road over the full width of a traffic lane, the distance between the surface and the bottom of the template shall nowhere exceed 10 mm for base and 6 mm for surfacing.

7.5.6 Smoothness

When a straightedge of length 3 m is laid on the surface parallel to the road centre-line, the distance between the surface and the straightedge shall nowhere exceed the appropriate of the following:

	Degree of Accuracy		
	I	II	III
a) For base	5 mm	7 mm	9 mm
b) For surfacing	3 mm	5 mm	7 mm

7.5.7 Texture control on gap-graded asphalt surfacing with pre-coated chips

7.5.7.1 Uniformity of spread

The permissible deviation of the spread rate for pre-coated chips from the ordered spread rate shall not exceed 10 %.

7.5.7.2 Texture depth

- In no place shall the actual texture depth, measured by the sand patch method, be 130 pm (or any greater amount) less than the depth ordered.

7.6 Safe Working Access

7.6.1 The *Contractor* shall specify and submit the type and quality of safe access to be provided for approval by the *Service Manager*.

7.7 Risks Assessed

- Travelling/Transporting staff and material.
- Noises
- Hire plant and machinery
- Fire-fighting equipment
- Occupational health
- Personal protective clothing, equipment (PPE)
- Potential hazard situations (Dust masks)

7.8 Information obtained from Site

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

7.9 Daily site Diary and inspection book

7.9.1 The *Contractor* shall provide an A4 size triplicate book to be used as a Daily Diary for the duration of the Contract. The *Service Manager* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis.

7.9.2 In addition to this the *Contractor* shall provide an A4 size triplicate book to act as Site Instruction Book. The *Service Manager* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis. Only the *Service Manager* will have the authority to issue site instructions to the *Contractor*

7.10 Penalties

7.10.1 Failing the completion of the work within the period as stipulated, the *Contractor* shall pay to Transnet as a penalty the sum of R 1 000.00 (One thousand Rand) per day or part thereof during which the *works* remain incomplete.

7.11 Retention

7.11.1 The retention percentage is 10% on all payments certified. After practical completion and snags are completed, 5 % retention will be released. After 26 (twenty six) weeks maintenance period the remaining 5% will be released.

8 Health and Safety Information

8.1 General

The *Contractor's* attention is directed to the Health and Safety Specification TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

8.1.1 For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.

8.1.2 The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.

8.1.3 The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.

8.1.4 The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.

8.1.5 The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.

8.1.6 A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.

8.1.7 The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Service Manager*:

- documentary proof of his procedural compliance with the Act, and
- particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
- The *Contractor's* Health and Safety Program will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

8.1.8 All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Service Manager*. This will be at a time and location Transnet will arrange.

8.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Service Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Service Manager*, before any construction work can commence.

8.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

8.4 Safety Meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Service Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

9 Quality Assurance requirements

9.1 The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

9.2 The *Contractor* submits his Quality Management System documents to the *Service Manager* as part of his programme to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used

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

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

9.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.



10 Planning Constraints

- 10.1 The plan, progress reports, subsequent updates, revisions and supplementary plans as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.
- 10.2 A plan is to be submitted with the tender. This plan shall comply with the requirements as indicated in the Service Information.
- 10.3 The *Contractor* shows on his Accepted Plan and all subsequently revised plan schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 10.4 The *Contractor's* plan shows duration of operations in working days, the work week will be Monday's – Fridays 07:30 – 16:00.
- 10.5 The *Contractor* shows on each revised plan he submits to the *Service Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Plan and any remedial actions proposed by the *Contractor*.

11 Contractor's management, supervision and key people

- 11.1 The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.
- 11.2 The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Service Manager* without the prior written approval of the *Service Manager*, which approval will not unreasonably be withheld by the *Service Manager*.
- 11.3 The *Works* must conform to current professional *Service Manager* practices, standards and specifications and the *works* must be completed to the satisfaction of the *Service Manager*.
- 11.4 The *Contractor* and his sub-contractors, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-contractors, which is subject to approval.

12 Insurance Provided by the Employer

- 12.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.
- 12.2 Procedures for making insurance claims can be obtained from the *Service Manager*

13 Contract Change Management

- 13.1 The standard reporting forms that shall be used will be provided to the *Contractor*
- 13.2 No additional requirements apply to TSC Clause 60 series

14 Procurement

14.1 The *Contractor's* Invoices

14.1.1 The invoice states the following:

- Invoice addressed to Transnet SOC Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and

14.1.2 The invoice is to be emailed to:

Arthur Mdingi: arthur.mdingi@transnet.net

Copied in Estelle.vanwyk@transnet.net

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PROJECT NAME	THE SUPPLY, DELIVER AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON FOR A PERIOD OF ONE MONTH	
PROJECT NUMBER	WRAC-PE-44081	
PROJECT LOCATION	PORT OF EAST LONDON	
PROJECT SCOPE	THE SUPPLY, DELIVER AND LAY OF 40MM THICK 9,5MM COLTO MEDIUM GRADE ASPHALT FOR QUAY 3, PORT OF EAST LONDON FOR A PERIOD OF ONE MONTH	
PROJECT DURATION	1 MONTH	
COMPILED BY		
APPROVED BY		
RESPONSIBLE SEGMENT	RNC CIVILS	
CONTRACT SPECIALIST	ESTELLE VAN WYK	

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1. Purpose

The purposes of this Health, Safety and Environmental Specification is to outline the Health, Safety and Environmental requirements pertaining to Rehabilitation and Construction projects. Also to ensure:

- Compliance with the requirements of Construction Regulations and HSE Legislation as well as Transnet Freight Rail.
- HSE requirements are budgeted for.
- Continuous improvement of HSE.

2. Scope

This specification applies to all Rehabilitation and Construction contractors and vendors.

3. Abbreviations

HSEP – Health, Safety and Environmental Plan

RC – Rehabilitation and Construction

RN – Rail Network

SOP – Standard Operating Procedure

TFR – Transnet Freight Rail

COID – Compensation for Occupational Injuries and Diseases

EMP – Environmental Management Plan

DOL – Department of Labour

HCS – Hazardous Chemical Substances

MSDS – Material Safety Data Sheet

OHS – Occupational Health and Safety

PPE – Personal Protective Equipment

HSE – Health, Safety and Environment

KZN – KwaZulu Natal

4. Definitions

Contractors, vendors and any other person is advised to consult the Construction Regulations, OHS Act, Act 85 of 1993 and Environmental Management Act regarding the clarification of certain words used in this specification.

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5. Policies

The contractor shall develop and implement health, safety and environmental policies regarding protection of the employees and environment.

6. HSE Budget

The contractor shall make provision for the cost of HSE measures in order to ensure safe execution of construction work.

7. Health, Safety and Environmental Plan (HSEP)

The Contractor shall develop and implement a health, safety and environmental plan in accordance with this health, safety and environmental specification. The health, safety and environmental plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilization and site set-up activities. The HSEP must be in writing and project specific.

The HSEP shall be accepted by the Regional RC safety department i.e. Gauteng, KZN and Cape prior to mobilization to the construction site.

Any proposed amendments or revisions to the approved HSEP shall be submitted to RC for consideration and acceptance.

8. Legal and Other Appointments

The contractor shall appoint in writing all employees as per project requirements. The duties of appointed employees shall be clearly stated in the appointment letter.

9. Project Organogram

The appointed contractor shall draw up an organogram detailing all the key role players and their contact details for the construction project.

10. Training and Competency

The Contractor shall ensure that all employees working in the construction site are adequately trained and competent in the type of work to be performed. The contractor shall provide valid documentation (e.g. certificate, licence etc.) to verify that employees are competent and have appropriate qualifications, job skills and training as required by applicable legislation.

Proof of the following minimum health and safety training is required before construction work commences:

- Management and Supervisory Appointees

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- IRCON
- Legal Liability
- HIRA (Hazard Identification and Risk Assessment)
- Incident Investigation
- Safety Officer
 - SAMTRAC
 - Incident Investigation/Root Cause Analysis Technique
 - IRCON
 - HIRA
 - National Diploma in Safety Management or other relevant national diploma (if possible)
- SHE Representative
 - SHE representative course 3/5 days
 - Level 1 incident Investigation
- First Aider
 - First Aid Level 1
- Employees
 - Basic health and safety training

The contractor's employees shall, were required by legislation be in position of relevant certificates or permits where operation being performed requires such certification, for example welder, crane operator, erectors, flagmen etc. The contractor shall develop a training matrix and implement it accordingly.

8.1 Induction Training

- **Project Induction**

The contractor shall ensure that all employees undergo RC induction prior to commencement of construction work. This RC induction training shall be conducted by Line Representative to ensure that contractor's employees are aware of and conversant with the requirements of this HSE Specification, Site Rules, Environmental Requirements and other requirements. The contractor shall ensure that all employees present a certificate of fitness to the trainer or safety officer prior to induction training. Failure to present a certificate of fitness will result to an employee not being allowed to partake in the induction training. The contractor shall keep records of all inducted employees.

- **Site specific induction**

The contractor shall ensure that all employees undergo site specific induction focusing on applicable legislative rules, site rules and requirements, existing hazards/risks and SOP's including emergency procedures etc. This induction training is the responsibility of the

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contractor. Whenever there is change in a scope of work or major incident or new method of doing work, employees must be re-inducted.

- **Visitors induction**

The contractor shall ensure visitors undergo site induction training prior to being allowed access to construction site. The contractor shall make proof of induction training available in the form of attendance register and/or induction badge.

- **Refresher induction**

The contractor shall ensure that all employees undergo refresher induction training after an absence of seven (7) consecutive days from the project site.

11. Letter of Good Standing & Tax Clearance

Prior to commencement of Construction work, a contractor shall submit valid Letter of Good Standing issued by the Compensation Fund or any other licensed insurer. On expiry of the said letter, the contractor shall resubmit the updated/ valid one for the duration of the construction project. No construction work shall be done without a valid letter of good standing.

A copy of valid Tax Certificate shall be submitted together with the Letter of Good Standing.

12. Notification of Construction Work to Dept. of Labour

A contractor shall notify the Provincial Director of the Department of Labour in writing before carrying out any construction work within 7 days. The contractor shall ensure that a copy of notification is kept safe on site for inspection by Department of Labour inspector or TFR representative.

13. Client Health, Safety and Environmental Specification

A principal contractor or contractor shall provide Client's HSE Specification to other contractors working for the principal contractor or contractor. The HSE Specification shall be kept in the contractor's safety file for reference. Before a contractor can appoint another contractor, the appointing contractor shall furnish R&C Regional Safety Office with the HSE File of the contractor to be appointed for approval.

14. Mandatory Agreement (37.2)

R & C Project Manager and the appointed Contractor Representative shall sign the 37(2) agreement prior to commencement of construction work. The agreement will confirm that the appointed person of any company shall remain responsible and accountable for his own employees, including any labour hire employees.

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15. Site Access Certificate

R & C Project Manager shall issue site access certificate prior to commencement of construction work to all appointed contractors after the approval of the HSE File.

16. Site Establishment

Site establishment shall commence as soon as the Site Access certificate has been granted. In addition, the appointed contractor shall develop a traffic plan for the site to ensure the safe movement of pedestrians, vehicles and all construction mobile plant.

This traffic plan shall be reviewed when necessary. Contractors shall ensure that established sites are adequately secured to protect material, plant, equipment and people.

17. Medical Certificate Of Fitness

Prior to commencement of work, the contractor shall demonstrate or confirm in writing that his/her employees have been declared medically fit by the Registered Occupational Health Practitioner. A contractor shall conduct periodic risk based medical examinations as prescribed by the Occupational Health and Safety (OHS) Legislation. For projects longer than 12 months, the contractor shall ensure that employees undergo medical examinations at least once a year. Records of such must be kept in safe place and made available on request.

18. Health, Safety and Environmental Meeting

The Contractor shall conduct monthly project safety meetings with his employees to address HSE related issues and promote safe practices. Records of such meetings including the attendance registers shall be made available to employees and for inspections or audits purposes.

19. Risk Management

19.1 Hazard Identification and Risk Assessment (HIRA)

The contractor shall conduct an initial Hazard Identification and Risk Assessment prior to commencement of construction work. Thereafter the contractor shall review the HIRA when there is an incident/accident and/or changes in the scope of work, plant, machinery, equipment, etc.

The contractor shall implement identified control measures to ensure that the risk(s) is/are kept as low as reasonably practicable. A contractor shall appoint a competent risk assessor to facilitate the HIRA process. This HIRA shall be signed and approved by contractor's management.

The approved HIRA shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

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19.2 Safe Work Procedures (SWPs) and Other Procedures

The contractor shall develop and implement safe work and other procedures, to ensure that the construction activities are carried out in a safe manner and without risk to the health and safety of employees and the environment. These procedures shall be signed and approved by the contractor's management.

The approved procedures shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.3 Planned Task Observations (PTOs)

The contractor shall identify critical tasks/activities and develop a schedule for task observations. The Contractor shall then conduct PTOs as per the task schedule. When sub-standard practices are identified they shall be discussed with the employee concerned and rectified immediately.

The PTOs shall be conducted by the following persons:

- Manager at least once a month
- Supervisor at least four a month, and
- Other

The records shall be kept on site for inspections and audits purposes.

19.4 Method Statements

The contractor shall compile method statements detailing the key activities to be performed in order to reduce as reasonable practicable the hazards identified in their risk assessment.

The method statement shall be signed and approved by the contractor's management.

The approved method statement shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.5 Daily Safety Task Instructions (DSTI)

R & C shall provide contractors with the DSTI template for implementation.

The contractor shall conduct DSTI on a daily basis before work commences and/or when the scope of work changes.

The contractor shall complete the DSTI regarding tasks for the shift, specific hazards and specific precautions and also refer to and discuss the precautions and controls of the relevant Risk Assessments with his/her team. The Supervisor and his team shall then sign the DSTI acknowledging communication thereof.

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19.6 Daily Safety Toolbox Talks

The contractor shall conduct a toolbox talk daily. One topic shall be discussed per week based on the risks associated with the construction projects or on the requirements of Transnet. The contractor shall develop a one page toolbox talk that will be discussed on construction site.

The records of communication shall be kept on site for inspections and audits purposes. It should be short (5 – 10 minutes) and to the point with a specific safety message.

20. Incident Management

20.1 Incident Reporting

The contractor shall report any work related incidents including “near misses” that have occurred on a construction site. The incident shall be reported immediately to R&C Management including HSE Department using the following mechanisms:

- verbally
- telephonically or
- via sms

Thereafter, the contractor shall submit a detailed incident notification to R&C Representative who will in turn complete a flash report within 24 hours of the occurrence.

20.2 Incident Investigation

The contractor shall investigate an incident in conjunction with R&C Representative(s) within seven (7) days of the occurrence. A detailed investigation report shall be submitted to R&C Representatives with seven (7) days of the occurrence.

20.3 Incident Record Keeping

The contractor shall keep all incident records as stipulated in the OHS and Environmental Legislation.

20.4 Incident Close Out

The contractor shall ensure that incident recommendations are implemented and closed out. The proof of incident close out shall be submitted to R&C Representative for capturing.

21. Project Health, Safety and Environmental (HSE) Inspection Records

The contractor shall conduct monthly HSE inspections to ensure compliance with R & C requirements and records of such inspections shall be kept on site for scrutiny by either R & C HSE department or Department Of Labour Inspectors.

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22. First Aid Services

The Contractor shall ensure that he/she implements and complies with OH&S Act - General Safety Regulation 3. The Contractor shall provide a person qualified to give First Aid attention on the Site at all times. The competency certificate must be valid for three (3) years and provided by an accredited service provider. The Contractor shall provide and maintain First Aid equipment on site. The equipment is up to standard as prescribed by the Statutory Regulations.

- **First Aid Boxes**

The contractor shall provide first boxes/kits with contents as per minimum legal requirements. Boxes shall be provided in all working areas and kept locked. Records of such are to be kept in an appropriate register of all treatment done.

- **Smoking**

The contractor shall not permit smoking on site except within designated smoking areas selected in accordance with applicable Laws, Rules, Regulations, and Policies.

- **Sun Protection**

The contractor shall ensure that all employees are protected in sunlight by the use of long sleeve shirts, long trousers, sun brims on safety helmets, UV factored sunscreen and shade structures.

The contractor shall conduct Training and Awareness Sessions with his/her employees, advising on the risks of working in the heat and dehydration and the precautions to be taken including an acceptable fluid intake depending on conditions. The contractor shall ensure that adequate water is made available to his/her employees.

23. Project Health, Safety and Environmental Audits

The HSE Department will conduct internal HSE audits to ensure compliance with R & C requirements. The audit schedule will be determined by the HSE department and will be communicated to the contractor. Contractor's line management shall form part of the HSE audits conducted by R & C HSE department. Findings of the audit will be communicated to the contractor after the audit has taken place on site. Thereafter a detailed report will be forwarded to the contractor within seven (7) days of post audit.

24. Contingency/Emergency Plan, Procedure & Contact Numbers

The contractor shall prepare an emergency procedure which will address any emergency situation that is likely to occur on a project site. The procedure must, in particular, emphasise the importance of the contractor's role in communicating the procedure to all of their site personnel and clearly define the steps and actions the person reporting the emergency is responsible for.

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The Emergency Preparedness Plan deals with the emergency situation as fast and efficiently as possible, to minimise loss of life, the protection of property and the maintenance of services necessary for the wellbeing of employees. The plan shall include valid local emergency contact numbers and must be easily accessible.

25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance Records

The contractor shall ensure that all the construction vehicles and mobile plants are of an acceptable design and construction, maintained in a good working order, are on daily basis inspected prior to use, by competent person who has been appointed in writing and the findings of such are recorded in the register. Before the contractor's plant and machinery could be allowed on site, the R & C representative will conduct inspection on them and when compliant they will be given access to R & C sites.

26. Registers

The contractor shall ensure that the registers for example tool, plant, machinery, etc. are kept up to date on site for inspection and audit purposes.

27. Checklists

The contractor shall cause that monthly inspections are conducted and that all relevant checklists are used. These should be kept on site for inspection and audit purposes.

28. Substance Abuse Management

The contractor shall develop and implement substance abuse management policy. The policy shall include the frequency of testing and steps to address issues relating to substance abuse and work wellness. The testing of substance shall be conducted by competent person. The results of such tests shall be kept safe and made available during inspection and audits.

29. Material Safety Data Sheets(MSDS)

The contractor whom the scope of work requires him/her to make use of any chemicals, shall be in a possession of a relevant MSDS/s. The MSDS/s shall then be communicated to the employees and be kept on site as a record.

30. Health, Safety and Environmental Statistics

The contractor shall complete and submit consolidated HSE stats to R & C representative on the last day of every month.

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31. Copy of the OHSACT Act (85 of 1993) & Other Statutory Legislations

The contractor shall keep a copy of the Occupational Health and Safety Act 85 of 1993 with the regulations and any other statutory legislation on site at all times.

32. Welfare Facilities

The Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- At least one sanitary facility (Toilets) for each sex and for every 30 workers, changing facilities for each sex; and sheltered eating areas.

33. Hygiene

The Contractor shall ensure that its personnel maintain high standards of hygiene in connection with the performance of work. All work areas shall be maintained in a clean and tidy state and must promptly and appropriately dispose of all waste material.

34. Contractor Health, Safety & Environmental File Contents

The contractor shall prepare an HSE file and submit it to R & C representative for approval and the files shall contain but not limited to the following documentations:

- Notification of Construction
- Valid Letter of Good standing with the Compensation Commissioner
- Tax Clearance Certificate
- Policies
- All legal appointment letters
- List of Contractor's Employee,
- Site specific SHE Plan
- Hazard identification & Risks Assessments (Issue base)
- Method Statements
- SHE Induction Training
- Certificates of medical fitness
- Equipment maintenance and inspection
- PPE Issue control sheet
- Training Records
- Standard Operating Procedures (SOP's)
- Safe Working Procedures
- Daily Safety Talks

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- Project Audit Records
- Incident Management
- Contingency/ Emergency Plan, Procedure & Contact Numbers
- Project Registers/Forms
- Checklists
- RC HSE Specification
- Substance Abuse Management
- HSE Stats
- Material Safety Data Sheet (MSDS)
- Copy of the OHS Act & Regulations and Other Statutory Legislation
- Inspection records
- Project related procedures
- Planned Task Observations
- Environmental Management Plan
- Additional Task Controls and requirements

The contractor shall keep the file on site for inspection and audit purposes.

35. Environmental Management

The contractor shall ensure that his/her site complies with the requirements of the National Environmental Management Act (NEMA), 107 of 1998, (duty of care principles) and is committed to the care of the environment and therefore making an effort in implementing best practices in this regard. The contractor working or operating on R & C premises are therefore obliged to operate in an environmental friendly manner and put measures in place to prevent pollution and damage to the environment.

36. Waste Management

The contractor shall institute on-site waste management general duties and take all reasonable measures to:

- Dispose in a responsible manner according to waste manifesto and on approved waste disposal site. Record should be kept of waste disposed according to safe disposal certificates. These certificates should be kept by contractor and copies with R & C HSE Department. Daily waste disposal should be captured in site diary.
- Not endanger health/environment/cause nuisance-noise, odour or visual impact
- Prevent any employee/any person under supervision from contravening this Act
- Prevent the waste used for unauthorized purpose

The waste management program will address, but is not limited to, the following:

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- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste (Waste Management Plan)
- Compliance with local authority requirements;

37. Handling of Waste on Sites

The contractor shall have an Environmental Control Plan, which shall be approved by R & C representative. This control plan which must be kept on site at all times must include but not limited to the following:

- Dust control measures
- Noise Control (e.g. source of noise, levels and abatement measures)
- Water Management
- Waste Water/effluent Management
- Sewer treatment/disposal plan
- Waste Management Plan (Identify types of waste to be generated)
- Pollution control
- Spill response plan
- Rehabilitation and re-vegetation of site

38. Other Records

The contractor shall keep any other records required in terms of Occupational Health and Safety Act 85 of 1993 and Regulations to ensure safe execution of the construction project including good practices.

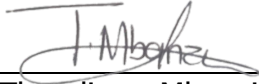
39. Additional requirements


N/A

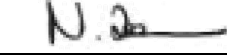


**Provision of back of quay 3 pavement repairs and strengthening
of
area around new bollards in the Port of East London**

Baseline Risk Assessment

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Date

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Date

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00	11/10/2023	Issued for Review
Rev No.	Date	Revision Details



Baseline Risk Assessment

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1. Definitions and Abbreviations

ABBREVIATION	DESCRIPTION
DSTI	Daily Safe Task Instruction
HME	Heavy Mobile Equipment
DMR	Driven Machinery Regulation
PPE	Personal Protective Equipment
SWP	Safe Work Procedure
HCS	Hazardous Chemical Substance
SOP	Standard Operating Procedure.
SWP	Safe Working Procedure
COC	Certificate of Compliance
CR	Construction Regulation
H&S Spec	Health and Safety Specification



1.1 Project Background

The Container Terminal which comprises of G and I Berth (Quay 3 and 4) is situated on the East Bank of the Port of East London. G and I berth are used for Break Bulk and they have a Terminal capacity of 250 000 with a Berth draft typically in the order of 9.8m below mean sea level. The total length of Berth G and I is 488m, of which Quay 3 accounts for 378m and the adjoining ferry landing which is situated at the West end of Quay 3 being 38m in length and having the same draft as Quay 3.

Quay 3 is made up of mass concrete and was constructed in the **1920s**. The ferry landing comprises a sheet pile wall and dates to the early 1900s.

The Quay handles miscellaneous imports, including cement and clinker and exports which includes steel and livestock.

The area behind the quay wall consists of two sheds (F and G) located on raised platform with a covered storage capacity of approximately 4170 m², railway lines, crane rails, electrical crane plug boxes, high mast light poles, security access gate and fencing, paved surfaces, etc. The quay wall is equipped with tyre fenders and bollards equally spaced at approximately every 18.3m.

Transnet National Port Authority (TNPA) has identified a need to repair the pavement layer works at the back of Quay 3 and the ferry landing area because the back of quay has displayed signs of decay as water is penetrating onto the surface of Quay 3 and leaches out small sand particles from the back of the quay. A gradual decline in the condition of Quay 3 has been noted, as defects were found within the low high-water area and the concrete has eroded in numerous places. Quay 3 (or G Berth) is situated on the East bank Multi-Purpose Terminal (MPT). The Project site is located within the Port boundary. Access to the site is through the Port Entrance on Hely Hutson Road

2. Project Scope

A breakdown of the activities:

- **Ferry landing backfill/repairs.**
- **Back of Quay 3 pavement repairs**
- **Concrete paving around the new bollard**



Figure 1: Collapsed section of the Quay wall.

3. Risk Assessment



Risk Assessment Title	Baseline Risk Assessment for the provision of back of quay 3 pavement repairs and strengthening of area around new bollards in the Port of East London
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Risk Assessment Team				
	Name	Designation	Contact Number	E-mail
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Activities Covered

This baseline risk assessment focusses on the high-level health and safety hazards and risks anticipated during construction taking into consideration all construction methods.

Geographical location: Within the Port of East London, Eastern Cape

Risk Controls

Legal requirements pertaining to the specific task step's control measures are assumed to be implemented and will not be repeated in the baseline risk assessment. Proposed Risk Controls focus on unique risks anticipated, and/or specific client requirements.

Scope of Risk Assessment

The risks identified are those that will have a direct effect on the contractors during construction but also those that could have a detrimental effect on the project directly or indirectly from a time delay and / or cost point of view.

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
Occupational Health & Hygiene							
1.	Noise - Working close or adjacent to the moving of construction plant (trucks and machinery), and public vehicles	Noise exposure due to operation, or working in proximity of, noisy mobile plant, equipment/machinery.	Overexposure to noise levels - short and long term may result in potentially permanent health impact (noise induced hearing loss)	<ul style="list-style-type: none"> ○ Medical surveillance. ○ PPE (Ear protection-ear muffs) ○ Compliance to Project H&S Spec 	Possible	Major	High
2.	Working in extreme temperatures/ adverse weather conditions	Exposure to extreme ambient temperatures during winter and summer days, rainy, windy conditions and UV exposure	Overexposure may result in health conditions such as heat exhaustion and hypothermia. Lung/chest/eye infections from manganese dust/particles being blown into eyes and inhaled.	<ul style="list-style-type: none"> ○ Medical surveillance. ○ Specialised PPE (e.g. lined gloves, balaclavas, eye protection, dust masks/specialised FFP1/FFP2). ○ Compliance to Project H&S Spec (i.e. drinking sufficient portable water). 	Possible	Minor	Medium
3.	Ergonomics – including Manual handling	Working on awkward work positions (i.e., restricted space).	Musculoskeletal injuries due to manual handling, bending, twisting,	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec 	Rare	Moderate	Low

Hazards, Associated Risks, and Ratings						
Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
				L	C	R
	Use of self-improved /improper tools and machinery. Heavy load manual handling; repetitive work.	prolonged, muscle strains; Fatigue.	(i.e. lifting techniques), <ul style="list-style-type: none"> ○ Task based risk assessment, DSTI and Toolbox Talks, ○ Correct lifting and handling practices and ergonomic awareness. 			
4.	Earthworks Excessive exposure to solid dust airborne particles from construction activities i.e. earthworks (excavation, layer works,). Extreme noise.	Inhalation exposure to solid dust results in respiratory infection (potentially permanent health impact). Lung infection / eye irritation. Noise induced hearing loss.	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec, ○ Hygiene monitoring. ○ Medical surveillance. ○ Dust suppression measures. ○ Dust masks and safety goggles. ○ Compliance to PPE policy 	Possible	Major	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
5.	Vibration and fumes – earthworks, HCS related activities	Exposure to vibrations as well as fumes emitting from construction activities such as earthworks, layer works compaction. Fumes from prime coat spraying and asphalt laying, re-fuelling of small plant etc.	Vibrations from roller machine can result in carpal tunnel. Hand held compactor vibration resulting in syndrome/white finger and have an effect on employees kidneys. Inhalation exposure to fumes results in respiratory infection (potentially permanent health impact). Lung infection / eye and skin irritation. Environmental impacts.	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec, ○ Hygiene monitoring. ○ Medical surveillance. ○ Dust masks and safety goggles and all other required PPE ○ Spillage kit and drip trays. 	Possible	Major	High
6.	Communicable and other infectious diseases (e.g., COVID-19, HIV/AIDS, etc.)	Contact with an infected person or area; Sneezing or coughing without closing the mouth; Unhygienic practices; unprotected sexual practices	Spreading of a contagious illness. Fatalities.	<ul style="list-style-type: none"> ○ Training on contagious diseases during DSTI and Toolbox talks. ○ Practice social distancing. 	Possible	Major	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
				<ul style="list-style-type: none"> ○ Washing of hands regularly; use of face masks. ○ Employees reporting to management when sick. ○ Drink plenty of water and keep hydrated. ○ Use of disposable gloves when assisting injured or bleeding employee. 			
Site Establishment							
7.	Transportation of personnel to site	Sub-standard/un-roadworthy vehicles; Driver under the influence of intoxicants; incompetent/unlicensed drivers; speeding by driver; overcrowding of vehicles, loading equipment and tools with employees,	Road accidents with potential for injuries and fatalities; property damage.	<ul style="list-style-type: none"> ○ Drivers to comply with the National Road Traffic Act (No. 93 of 1996). ○ Compliance to Project H&S Spec, i.e., vehicles to be fitted with amber lights, reverse alarm, seatbelts etc. 	Possible	Critical	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		vehicle not fitted with seat belts. Vehicle not fitted with construction safety devices.		<ul style="list-style-type: none"> Contractor to have traffic management plan. 			
8.	Establishing site camp and operating next to water and damaged quay wall	Machines operating in proximity of deep water. Machine mechanical failure. Machine parked overnight without drip trays. Employees doing fishing. Employees attempting to swimming.	Machine damage and employees drowning. Injury to employees. Fatality. Property damage.	<ul style="list-style-type: none"> Compliance to project H&S Spec. Machine record of service history and inspections. Client induction Prevention of ground spillages. 			
9.	Use of equipment and tools	Improper use of tools and equipment	Pinch points, cuts, laceration incidents (caught by, in between) resulting in LTI's,	<ul style="list-style-type: none"> Compliance to Project H&S Spec. 	Likely	Major	High

Hazards, Associated Risks, and Ratings							
Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls			
				L	C	R	
	Incompetent/untrained operators/users Substandard tools and equipment No safeguards where required Homemade tools, no SWP/SOP.	medical treatment cases or First Aid Injuries; damage to property.	<ul style="list-style-type: none"> ○ Correct tools for the job and correct use of the tools. ○ All tools and equipment to be numbered and placed on registers and inspected when required by competent persons. ○ Operators to be competent and experience. ○ All machine guarding to be in place before equipment is used. ○ PPE (use of suitable gloves mandatory, eye protection). ○ Machine should have SOP and SWP. 				
10.	Lifting Operation-	Incompetent crane operators and riggers	Objects falling onto employees resulting into injuries and fatalities.	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec. 	Possible	Critical	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
	Placement of containers/offices	<p>performing lifting activity.</p> <p>Heavier loads exceeding lifting capacity of cranes.</p> <p>No rigging studies done before lifts.</p> <p>Mobile cranes /lifting equipment not in safe and serviceable condition.</p> <p>No valid inspections and load test certificates available.</p> <p>Sub-standard lifting tackle equipment being.</p> <p>Incorrect use of Lifting tackle.</p> <p>Use of mobile cranes in high wind conditions. Employees falling from top of</p>	<p>Property damage due to crane failure, unfavourable conditions, incompetent operators. Property damage to existing buildings, cars, Impact on vegetation.</p>	<ul style="list-style-type: none"> ○ Crane operator and rigger competency to be verified before activities take place. ○ Rigging studies to be done where required. ○ Ground stability, weights, and placement of outriggers to be verified and ensured. ○ Load test certificates and Inspections by competent persons to be in place prior. ○ Ensure registration and verification of LMI's . ○ Employees to undergo formal height work training. ○ Compliance to DMR 18. 			

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		containers while tying/untying ropes. Uneven/unsuitable ground surfaces on which crane will stand. Soil contamination from crane operations.		<ul style="list-style-type: none"> ○ Crane service history to be verified. ○ Drip tray must be used to prevent spillages. ○ SWP for the task ○ Availability of crane SOP. ○ Valid load testing and inspection of lifting tackles. 			
11.	Underground services	Undetected existing underground services, (i.e., electrical cables and water pipes).	Cable damage resulting in electrocution, fire or explosion and disturbance to port operation. Water wastage resulting from waterpipes damage.	<ul style="list-style-type: none"> ○ Survey and detection to be done prior. ○ Manual proof trenching to be done where necessary. ○ Updated drawings indicating services. 	Possible	Major	High
12.	Employees Facilities	Failure to provide employees facilities on site (i.e. eating and ablution facilities)	Health, hygiene and environmental impacts (i.e. sickness, food poisoning,	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec. ○ Awareness training on health and 	Unlikely	Moderate	Medium

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
			poor waste management etc.)	hygiene requirements. o Comply to facilities Regulations.			
13.	Temporary Electrical Installations	Incompetent installer. Unsafe installations due to faulty wiring. Lack of insulation & openings. Contact with live electrical conductors. Failure to adhere to isolation and lockout procedures.	Injuries resulting in permanent disabilities (electrocution, burns etc.) Fatality. Property damage.	o Compliance to Project H&S Spec. o Ensure competency of electrical installer and use of certified equipment. o Inspections of installations and fire safety equipment by competent inspectors. o Task Risk assessment with SWP and work permits. o Issuing of COC upon completion	Possible	Critical	High
14.	Stacking and Storage	Employees may be exposed to	Medical Treatment Injury. Lost time injury.	o Compliance to Project H&S Spec. o PPE compliance.			

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		dust from handling of stockpiled material. Incorrect control of stockpile, high stockpile may cause injury to Employees. Poor housekeeping	Damage to property. Environmental impact.	<ul style="list-style-type: none"> ○ Appointment of stacking and storage personnel. ○ Housekeeping program in place CR 27(b) 	Rare	Moderate	Low
15.	Site Access control	Unauthorised person entering site. Failure to provide security. Failure to test for intoxication.	Unknown risks resulting to injuries. Theft incident. Property damage due to employee working under the influence.	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec ○ Contractor security management procedure. ○ Site access control. ○ Mandatory alcohol testing. 	Possible	Minor	Medium
Project Construction Activities							
16.	Clear and grub - vegetation clearing by means of HME.	Environmental impacts. Disturbance of animal from their habitats. Incompetent person operating.	Exposure to Venomous snakes, Insects, Poisonous spiders and Scorpions. Incidents resulting to fatalities, injuries, or property damage	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec. ○ Client and contractor inductions. ○ Contractor emergency 	Likely	Critical	Extreme

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		<p>Operator not medically fit.</p> <p>Operator under the influence of alcohol while operating.</p> <p>Operator exposed to high levels of noise and vibration.</p> <p>Machine not in safe and serviceable condition. Collision between operators and site personnel.</p>		<p>management plan including employee awareness training.</p> <ul style="list-style-type: none"> ○ Operator's competence and appointments ○ Medical surveillance record ○ Dedicated pedestrian walk ways to prevent man/machine interface. ○ Flagmen/spotters to be appointed to regulate traffic. ○ Daily machine inspection prior work execution. ○ Required PPE to be worn by operators and site personnel. 			
17.	Use of mobile Plant (i.e. TLB, graders, excavators, tipper	Defective mobile plant. Incompetent operator.	Multiple injuries/fatalities; property damage	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec. 			

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
	trucks, roller compactor, water trucks, cranes)	Open/uneven surfaces. collision with Port equipment. Intoxicated operator Medically unfit operator. Lack of plant inspection and service history. Man/machine interface. Congested areas. Speeding of operators. Collision of operators with port users. Property damage caused by operators. Operating in close proximity to the quayside. Refuelling of plant on site. Machine with SOP. Poor SWP for the task.		<ul style="list-style-type: none"> ○ Client and contractor inductions. ○ Pre-use and daily inspections of Plant. ○ Plant to be checked and approved for site before plant mobilisation on site. ○ Plant service history to be available. ○ Defective machine must not be used. ○ Competence certificate of operators. ○ Valid medical assessments. ○ Daily alcohol testing of all personnel ○ Required PPE to be. ○ Appointment of spotters/flagmen at strategic locations as per traffic management plan. ○ Designated walkways for personnel to 			

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
				prevent plant/people interface. <ul style="list-style-type: none"> ○ Adhere to speed limit 40Km/h and 20Km/h on construction site. ○ Operators must be vigilant when reversing and must have a person guiding at the back. ○ All machines to be fitted with reverse alarm and amber light. ○ Each machine must SOP. ○ Task specific SWP. 			
18.	Excavation and Trenching	Inclement weather (poor visibility conditions i.e. fog, rain, blind spots). Mechanical failure of machines (brakes, steering, park brake, leaks, etc.).	Collisions resulting in fatality. Injuries resulting in permanent disabilities. property damage.	<ul style="list-style-type: none"> ○ Compliance to Project H&S Spec. ○ Competent operators to be used. ○ Dedicated pedestrian walk ways where applicable. ○ Adequate barricading of excavations. 	Possible	Major	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		Machines not in safe and serviceable condition. Unprotected excavations. Underground services being struck/damaged. Dust. Manual excavation/trenching. Man/machine interface.		<ul style="list-style-type: none"> ○ Warnings signs. ○ Detection to be conducted where uncertainty exists prior to use of any mechanical excavation. ○ Appointment of excavation supervisor. 			
19.	Working next to or near water	Unstable/collapsed quay wall; Drilling equipment too heavy for structure; Mental stability of employees	Drowning, injuries, fatalities, property damage. Further collapse of back of quay during excavations.	<ul style="list-style-type: none"> ○ Adherence to Working over/near water guidelines. ○ Contractors HS Plan to include working over/near water and to be communicated to affected employees; emergency preparedness plan to 			

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
				include working over/near water and to be communicated to affected employees; Life jackets to be issued where required as well as life buoys readily available next to work area. <ul style="list-style-type: none"> ○ Contractor HS plan to include control measures of working above unstable ground conditions. 			
20.	Backfilling/Layer works	Movement of machinery (TLB, grader, roller, tipper trucks). Dust emissions. Noise. Use of hand tools (i.e. shovels)	Injuries/fatalities, property damage, lung infections	<ul style="list-style-type: none"> ○ Dust suppression methods to be implemented. ○ Flagmen/spotters to be appointed. ○ Tools to be inspected before use and to be placed on registers. 	Possible	Minor	Medium

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
				<ul style="list-style-type: none"> ○ Ear protection must be used. ○ Homemade hand tools must not be used. 			
21.	Spraying of prime coat	Prime coat odour. Eye and skin contact with the substance. Use of truck to spray prime coat. Handheld spraying nozzle. Prime coat spillages to vegetation.	Lung infection. Eye and skin irritation. Man/machine interface. Environmental impact.	<ul style="list-style-type: none"> ○ Use of respirators ○ Use of goggles. ○ Full PPE and specialized PPE for the task. ○ Employees to be vigilant. ○ Close supervision. ○ Spillage control kit. ○ Data sheet control for the substance. 	Possible	Critical	High
22.	Laying of asphalt	Asphalt odour. Trucks coming in and out to offload asphalt. Multiply machines compacting asphalt. Incompetent operators.	Lung infection. Man-machine interface. Machine interface. Property damage and injury to employees	<ul style="list-style-type: none"> ○ Use of respirator. ○ SWP of the task. ○ Flagmen/spotters must be posted. ○ Machines must be fitted with reverse 	Possible	Major	High

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		Defect machines and trucks. Un-serviced machines on site.		alarms and amber lights. ○ Machine pre inspection. ○ Record of service history must be available.			
23.	Removal of railway lines.	Manual digging. Use of homemade hand tools. Employees under the influence. Underground services.	Injury to employees. Property damage.	○ Hand protection must be used. ○ Homemade hand tools must not be allowed on site. ○ Pre and random alcohol testing must be done. ○ Latest design drawing must be checked.	Likely	Minor	Medium
24.	Close out of construction activities	Stacking and storage not removed.	Injuries resulting from poor housekeeping and open excavations.	○ Compliance to Project H&S Spec.	Possible	Minor	Medium

Hazards, Associated Risks, and Ratings							
	Task Steps / Short risk name	Hazards	Associated risk event	Risk controls	Risk rating with controls		
					L	C	R
		Open excavations not backfilled. Waterpipes left leaking. Site camp not disestablished. Exit medicals not done.	Water wastage and financial implication to TNPA. Illegal use of neglected properties. Unforeseen legal liability to TNPA.	<ul style="list-style-type: none"> ○ Appointment of stacking and storage supervisor. ○ Open excavations must be closed. ○ Water connection must be properly decommissioned. ○ Exit medicals must be submitted to client. 			

Monitor and Review the Risk Controls

It is important to monitor risk controls and review risk assessments regularly. Review is required when there is a change in the process, relevant legal changes, and where a cause for concern has arisen. Reviews could be scheduled on an annual basis. If the risk assessment has substantially changed a new risk assessment is warranted.

4. Risk Matrix

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Almost Certain	Medium	Medium	High	Extreme	Extreme
Likely	Low	Medium	High	High	Extreme
Possible	Low	Medium	High	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Assessed Risk Level	Description of Risk Level	Action Required
Low	If an incident were to occur, there would be little likelihood that an injury would result	Undertake the activity with the existing controls in place
Medium	If an incident were to occur, there would be some chance that an injury requiring First Aid would result	Additional controls may be needed

High	If an incident were to occur, it will be likely that an injury requiring medical treatment would result	Controls will need to be in place before the activity is undertaken
Extreme	If an incident were to occur it, it would be likely that a permanent or death would result	Consider alternatives to doing the activity. Significant control measures will need to be implemented to ensure safety

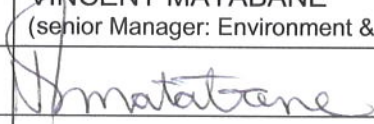
Likelihood	Description of Likelihood	Consequence	Description of Consequence
1. Rare	Will only occur in exceptional circumstances	1. Insignificant	No treatment required
2. Unlikely	Not likely to occur within the foreseeable future, or within the project lifecycle	2. Minor	Minor injury requiring First Aid treatment (e.g. minor cuts, bruises, bumps)
3. Possible	May occur within the foreseeable future, or within the project lifecycle	3. Moderate	Injury requiring medical treatment or lost time
4. Likely	Likely to occur within the foreseeable future, or within the project lifecycle	4. Major	Serious injury (injuries) requiring specialist medical treatment or hospitalisation
5. Almost Certain	Almost certain to occur within the foreseeable future or within the project lifecycle	5. Critical	Loss of life, permanent disability or multiple serious injuries

RISK MANAGEMENT: ENVIRONMENT AND SUSTAINABILITY

NAME OF DOCUMENT:

TFR STANDARD ENVIRONMENTAL SPECIFICATIONS (SES)



Document number	EMS - WI – JHB - 001
File reference number	TFR/EMS (SES) – 001
Revision number	01-00
Effective date	AUGUST 2014
Approver Name	VINCENT MATABANE (senior Manager: Environment & Sustainability)
Approver Signature	
Approval Date	16/09/2014

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SUMMARY REVISION CONTROL

REVISION NO.	NATURE OF AMENDMENT	DOC. NO.	PAGE NO.	DATE REVISED

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1. DEPARTMENT CODES

Description	Code
Corporate Safety Office	CSO
Environment and Sustainability	E&S
Enterprise Risk Management	ERM
Finance	FIN
Human Capital Management	HCM
Information and Communications Technology	ICTM
TFR Operations	OPS
School-of-Rail	SoR

2. MANAGEMENT SYSTEM CODES

Description	Code
Environmental Management System	EMS
Integrated Management System	IMS
Occupational Health and Safety Management System	OHSA
Quality Management System	QMS
Safety Management System	SMS

3. DOCUMENTATION TYPE CODES

Description	Code
Certificate	CR
Contract	CT
Form	FM
Guideline	GU
Learner Guide	LG
List	LI
Manual	ML
Memorandum	MM
Policy	P
Policy Manual	PM
Procedure	PR
Process	PS
Work Instruction	WI
Standard Operation Procedure	SOP

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4. PURPOSE

This standard describes the minimum environmental management standards to which TFR project managers, contractors and sub-contractors must conform to while undertaking construction work on construction site. It is a generic standard for use across all construction works within Transnet Freight Rail.

Construction works have the potential to adversely impact the environment. The purpose is to assess, rectify and manage the activities that have potential to cause environment degradation.

One of Transnet Freight Rail (hereinafter referred to as "TFR") environmental strategies is the establishment and maintenance of an Environmental Management System, aligned to the International Standard, ISO 14001. Linked to this is a commitment to the development and implementation of Environmental Management Plans (EMP) for TFR construction activities. The purpose therefore can be summarised as follows:

The main purpose of this standard is to foster environmental due diligence and sustainability into contractor's activities which can be achieved by:

- Managing potential negative environmental impacts of activities,
- Identifying management plans to mitigate these impacts,
- Allocating responsibilities and resources to implement identified plans,
- Monitoring the effectiveness of these measures.

5. SCOPE AND APPLICABILITY

This standard applies to all contractors that perform construction, maintenance and renovations works on Transnet Freight Rail (TFR) properties.

6. LEGISLATIVE REQUIREMENTS

A numbers of environmental laws and regulations present TFR with an obligation to monitor, interpret and implement systems to comply with legal requirements.

The list of environmental legislation below was compiled to ensure that contractors working on TFR land properties are aware of legal responsibilities and liabilities. Complying with these laws and regulations will assist in minimising the risks, both legal and financial (claims).

Non-compliance to environmental law is a criminal offence and if prosecuted offenders will be liable for any environmental damage incurred. Moreover, TFR subscribes to polluter-pays and duty of care principles.

ASPECT	REFERENCE/LEGISLATION
Socio cultural issues & Environmental Management	<ul style="list-style-type: none"> • Constitution of the republic of South Africa 108 of 1996 • Occupational Health and Safety Act No. 85 of 1993
Environmental Authorizations – applicable to the project	National Environmental Management Act (Act 107 of 1998)
Dust Management	<ul style="list-style-type: none"> • National Environmental Management Act – Air

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	<p>Quality (Act 39 of 2004)</p> <ul style="list-style-type: none"> Atmospheric Prevention Pollution Act No. 45 of 1965
Work close to protected areas	National Environmental Management Act – Protected Areas Act (Act 57 of 2003)
Work along coastline	National Environmental Management Act – Integrated coastal management Act (Act 24 of 2008)
Fire Hazards	National Veld and Forest Fires Act No. 101 of 1998
Applicable Minimum Standards	<ul style="list-style-type: none"> Standard Acts No. 29 of 1993 ISO 14001-2004 ISO 9001 – 2008 OHSAS 18001 – 2007 SANS 10103:2004
Site establishment and Access	<ul style="list-style-type: none"> Fencing Act No. 31 of 1963 <ul style="list-style-type: none"> ⇒ Prohibition of damage to a property owner’s gate and fences ⇒ Climbing or crawling over or through fences without permission ⇒ Closing of gates. Conservation of Agricultural Resources Act No. 43 of 1983 <ul style="list-style-type: none"> ⇒ Soil conservation Atmospheric Pollution Prevention Act No. 45 of 1965 <ul style="list-style-type: none"> ⇒ Control all forms of air pollution – dust, vehicle fumes
Water Management	<ul style="list-style-type: none"> National Water Act No. 36 of 1998 <ul style="list-style-type: none"> ⇒ All aspects relating to pollution of surface and ground water. National Water Services Act No.108 of 1997 <ul style="list-style-type: none"> ⇒ Permits required for use of water and disposal of water effluent.
Flora & Fauna	<ul style="list-style-type: none"> National Environmental Management Act – Biodiversity Act (Act 10 of 2004) Sea Shore Act No. 21 of 1995 National Forest Act No. 84 of 1998 <ul style="list-style-type: none"> ⇒ Control of veld, forest and mountain fires ⇒ The protection of biota and ecosystems ⇒ Protected trees ⇒ Fire control areas. Conservation of Agricultural Resources Act No. 43 of 1983 <ul style="list-style-type: none"> ⇒ Control of alien invasive

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	<ul style="list-style-type: none"> • Environment Conservation Act No. 73 of 1989 ⇒ Protected natural environment. • National Environmental Management Act No. 107 of 1998 ⇒ Duty of care & remediation of environmental damage.
Waste Management	<ul style="list-style-type: none"> • National Environmental Management Act – Waste Act (Act 59 of 2008) • Dumping at Sea Control Act No. 73 of 1980 • Marine Living Resources Act 18 of 1998 • National Water Act No. 36 of 1998 ⇒ All aspects relating to pollution of surface and ground water. • Advertising on Roads and Ribbon Development Act No. 21 of 1940 ⇒ Prohibition of depositing or leaving of certain articles or material near certain roads. ⇒ Waste near roads. • Environmental Conservation Act No. 73 of 1989 ⇒ Controls for the effective protection and utilisation of the environment ⇒ Littering, waste disposal, noise and various other activities which may have a detrimental effect on the environment. • Occupational Health and Safety Act No. 85 of 1993 ⇒ Exposure of workers to waste products. ⇒ Transportation and disposal of hazardous chemical substances. • Health Act No. 63 of 1977 ⇒ Control of health aspects of waste disposal and water treatment.
Spillages of Hazardous Substances	<ul style="list-style-type: none"> • Hazardous Substances Act No. 15 of 1973
Protection of heritage resources	<ul style="list-style-type: none"> • National Heritage Resources Act 25 of 1999 • Environmental Conservation Act No. 73 of 1989
	<ul style="list-style-type: none"> • Transnet Freight Rail Safety, Health and Environmental Policy
	<ul style="list-style-type: none"> • Transnet Freight Rail Construction Environmental Management Plan (CEMP)

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7. STANDARDS FOR ENVIRONMENTAL MANAGEMENT

The contractor shall identify the potential environmental impacts that may occur as a result of their activities and accordingly prepare method statement describing how each of the impacts will be managed or prevented so that the standards set out in this document are achieved.

7.1 SITE ESTABLISHMENT AND ACCESS

7.1.1. Objective

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

7.1.2. Scope

This standard applies to all activities relating to the planning, site establishment, operation and closure of the site.

7.1.3. Site plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and any other facilities on site in a manner that does not adversely affect the environment. However, before construction can commence, the contractor shall submit to the Construction Manager for his approval; plans of the exact location extend and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place to remedy any effects.

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

7.1.4. Provision of sanitary facilities

- Particular reference in the site establishment plan shall be given to any need for handling of sewage to be generated at the site offices, staff accommodation and at all localities on the site, where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the Environmental Manager.

Safe and effective sewage treatment will require one of the following sewage handling methods: Septic tanks and soak – away, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage facility will depend on the location of the site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets. The location shall be decided with input from Environmental Manager. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis.

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Toilet and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of open areas (i.e. the veld) shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from being blown. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such facilities in a clean, orderly and hygienic condition to the satisfaction of the construction manager.

7.1.5. Access

If private property has to be crossed in order to access the construction site, the landowner(s) should be approached to request access.

No fences or gates that provide access to the construction sites may be cut, lowered, removed or damaged in any way. Private gates should be left as they are found (open or closed). Any irregularities caused by the construction team concerning fences and gates (e.g. an open gate or lowered fence) should be investigated.

7.1.6 Water supply for human use

7.1.6.1. Objective

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

7.1.6.2. Scope

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

7.1.6.3 Water Management

Oil, petrol, diesel, herbicides, cleaning solvents, etc. must not be allowed to contaminate any surface water, ground water and / or drainage systems. Storm water shall be managed to ensure that it does not become polluted. If the substation site is located close to a river, stream, dam, borehole, or the water table is high; contingency plans must be in place to minimise the impact of accidental oil or toxic spillages. All water contaminated by oil or toxic spills must be reported to the Department of Water Affairs and Forestry, via approved reporting procedures.

Storm water run-off must be efficiently managed and must not cause erosion or damage to surrounding property. Guidance on methods to improve drainage of the site erosion should be directed to TFR Infra for Civil Engineering inputs.

Drainage systems must be kept clean and clear of any debris at all times.

7.1.7 Collection of water from natural resources

No water for domestic use (drinking water, for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the TFR Project Manager. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has obtained from the Department of Water Affairs in accordance with the requirements of the National Water Act (Act 36 of 1998).

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7.1.8 Provision of drinking water

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

7.1.9 Provision of energy for camp site

7.1.9.1. Objective

To prevent illegal and unauthorized collection of firewood.

7.1.9.2. Scope

This is applicable to all activities that may require collection of firewood.

7.1.9.3. Collection of firewood

The contractor shall provide adequate facilities for all staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction heating and cooking purposes. No open fires shall be allowed.

7.2. WASTE MANAGEMENT.

7.2.1. Objective

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

7.2.2. Scope

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

7.2.3. Approach

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

General waste to be expected during construction includes the following:

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

Hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other properties or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

7.2.4. Waste Hierarchy

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

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Prevent: waste avoidance and minimisation during production

Recycle: waste recycling, recovery and utilisation

Treat: waste treatment in order to reduce toxicity and to minimise the quantities of waste

Disposal: waste disposal, probably by incineration, destruction or landfill.

7.2.5. Waste management

Littering is prohibited at all times. The contractor is responsible for the removal of all waste from site generated through the contractor's activities. The construction works site should have a proper waste collection facility and a disposal system in place. Waste should only be disposed of at a registered facility – this refers to municipal dumps. The latest list of waste sites in the region is available from the Department of Water Affairs, Department of Environmental Affairs and www.sawic.org.za.

The classification of waste determines handling methods and ultimate disposal of the material. The contractor shall manage hazardous wastes that are anticipated to be generated by his operations as follows:

- Characterise the waste to determine it is general or hazardous
- Obtain and provide an acceptable container with label
- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the contractor's waste management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal site
- Provide documentary evidence of proper disposal of the waste to TFR Environmental Management.

The contractor's Environmental Officer must work in conjunction with the contractor's Safety and Industrial Hygiene personnel to create a hazardous materials management program.

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This program will establish the necessary protocol for proper handling and removal of hazardous material on site.

Information on each hazardous substance must be available to all persons on site in the form of Material Safety Data Sheets (MSDS). Training and education about proper use of MSDS, handling, and disposal of the waste must be provided to all workers handling the waste. The contractor's environmental officer must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

All hazardous waste must be suitably enclosed, labelled and stored. The storage area must be properly demarcated and cordoned-off as per legislation. General and hazardous waste must be stored in separate bins. Recycling and re-use is mandatory. Under no circumstances is waste, including cleared vegetation, is to be burnt at the construction work site.

The contractor is obliged to control waste generating activities of both Hazardous and non-Hazardous waste by:

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

The contractor shall recycle general waste that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for:
 - Office waste
 - Aluminium
 - Steel
 - Glass
 - Ferrous metals
 - Non Ferrous metals
 - Waste timber
 - And locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

7.2.6. Effluent management

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water courses (streams, rivers, pans dams etc.). Only domestic type waste water shall be allowed to enter the designated system. Any release of contaminated waste water shall be in accordance with applicable water release standards and permits.

7.3. VEHICLE & EQUIPMENT REFUELLING

7.3.1. Objective

To eliminate or control fuel and oil spillage at refuelling facilities

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7.3.2. Scope

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

7.3.3. Refuelling

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

7.3.3.1. Control

No vehicles or machines shall be serviced or refuelled on site except at designated servicing or refuelling locations. No oil or lubricant changes shall be made except at designate locations, unless in case of breakdown or emergency repair. As part of the method statement, the contractor shall submit to TFR, a standard operating procedure for fuelling.

The contractor shall store fuel and oil at a designated area, which shall be banded to contain 110% of the total volume, the bund wall shall be designed or constructed with an impervious layer or liner or paved surface to prevent spillage from entering the ground.

As part of the method statement, the contractor shall provide details of its proposed fuel storage and fuelling facility to the TFR Environmental Officer for approval. The design shall comply with the regulations of the National Water Act No. 36 of 1998. The Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and Safety Act No. 85 of 1993, with special reference to the requirements of the Hazardous Chemical Substances Regulations.

7.3.3.2. Spill Response

The contractor shall comply with the regulations of the National Water Act No. 36 of 1998, the Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and safety Act No. 85 of 1993, when responding to spillage incidences.

The contractor shall provide details for approval by the TFR Environment, Fire and Hazmat Manager of its spill response plan prior to commencing work on site. The plan will show measures to be taken to remove contaminated soils from site and demonstrate complete removal of contamination in the event of spills.

The contractor shall instruct own personnel on the following spill prevention and containment responsibilities:

- Immediately repair all leaks of hydrocarbons or chemicals,
- Take all reasonable means to prevent spills or leaks,
- Do not allow sumps receiving oil or oily water to overflow,
- Prevent storm water runoff from contamination by leaking or spilled drums of oil or chemicals,
- Do not discharge oil or contaminants into storm water or sewer systems.

If the spill occurs on land, the contractor must:

- Immediately stop or reduce the spill,

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- Contain the spill,
- Recover the spilled product,
- Remediate the site,
- Implement actions necessary to prevent the spill from contaminating groundwater or off-site surface water,
- Dispose of contaminated material to a location designated thereto and submit disposal certificate to TFR Environment, Fire and Hazmat Manager.

Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment equipment.

If a spill to water occurs, the contractor must:

- Take immediate action to stop or reduce the spill and contain it,
- Complete section 30 Report and Notify the appropriate on-site authorities,
- Implement actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent material,
- Recovery of the spilled product,
- Proper disposal of spilled material.

7.4. SPRAY PAINTING & SAND BLASTING

7.4.1. Objective

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

7.4.2. Scope

Applicable to all spray painting and sandblasting on site.

7.4.3. Spray Painting and Sand Blasting

Spray painting and sand blasting should be kept to a minimum. All painting should, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or by an approved procedure. This should form part of the method statement to be submitted to the TFR Environmental Manager for approval.

The relevant contractor will inform his Environmental Officer of when and where the spray painting or sand blasting is to be carried out prior to commencement of work. The Environmental Officer will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

NB: if the area is in confined or high (elevated) areas, a protection plan must be issued for approval.

7.5. DUST MANAGEMENT

4.5.1. Objective

To prevent/control the generation of dust on the construction site and access roads.

4.5.2. Scope

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Contractors (associated with activities such as earthworks, geotechnical surveys, pilling storm water drainage, construction of roads and railways, foundations, brick building, operation workshops, fencing, erecting construction camps and batch plant activities, etc.) shall submit a dust control plan for approval by the TFR Environmental Manager.

7.5.3. Management of Dust

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

Dust is to be controlled on unpaved access roads and site roads using sprayed water contractors are responsible for managing dust generated as a result of their activities. The contractor will be responsible for dust control of the entire construction area.

Some dust control measures which are normally applied during construction are presented in this section for inclusion by the contractor in his dust control method statement.

The dust mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20km/h
- Wash paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction areas
- Construction material being transported by trucks must be suitably moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2meters in height to, among other things, prevent wind-blown dust.
- Minimise disturbances of natural vegetation during right of way construction (e.g. erection of fences) to reduce potential erosion, runoff and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training)

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

7.6. STORM WATER & DEWATERING MANAGEMENT

7.6.1. Objective

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

7.6.2. Scope

All runoff and dewatering activities.

7.6.3. Storm Water and dewatering management

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

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Construction activities that may potentially impact on surface water and groundwater are: runoff and percolation; dewatering activities; and miscellaneous liquid wastes associated with construction activities.

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

The contractor shall be aware that, apart from runoff from overburden emplacements and stockpiles, storm water can also be contaminated from batch plants, workshops, vehicle wash-down pads, etc., and that contaminants during construction may include hydrocarbons from fuels and lubricants, sewerage from employee ablutions and excess fertilizer and rehabilitated areas, etc.

The contractor shall take note that discharges to controlled waters such as sea, rivers, and groundwater or to sewerage systems are controlled under South African water Legislation.

7.6.3.1 Surface runoff

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

7.6.3.2 Dewatering

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

7.6.3.3 Management Requirements

Temporary drainage must be established on site during construction period until permanent drainage is in place. Contractors are responsible for maintaining the temporary drainage in their areas. Contractors must provide secondary drainage that prevents erosion.

Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.

The contractor shall clear stagnant water.

Specific water management measures (surface and groundwater) for incorporation by Civil/Earthworks contractors into their EMP's include the following:

The Contractor shall ensure that no contaminated surface water shall flow off-site as a result of Contractor operations. Silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure runoff from the site except at point where silt traps are provided.

If applicable, the Contractor shall be responsible for collection, management and containment within the site boundaries of all the dewatering from all general site preparation activities. The dewatering water shall be contained within the site boundaries by subsequently pumping or routing water to and from sub-areas within the site as the

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construction activities precede. No discharge/dewatering to off-site land or surface water bodies will be allowed.

On-site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0.2% or otherwise indicated.

Ditches shall be designed to carry a 25-year storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches.

Culverts shall be designed to ensure passage of the 25-year storm peak runoff flow.

Both structural and non-structural (vegetation) erosion control measures will be designed, Implemented, and properly maintained in accordance with best management practices which will include the following:

Scheduling of activities to minimise the amount of disturbed areas at any one time.

Implementation of re-vegetation as early as feasible.

Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extend feasible at drainage ditches.

Compacting loose soil as soon as possible after excavation, grading and filling.

Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary beams and swales, small sedimentation basins, and gravelled roads to minimise transport of sediment.

Implementing the erosion and sedimentation control plan and ensuring that the construction personnel are familiar with and adhere to.

Managing runoff during construction

The contractor shall be responsible for checking and maintaining all erosion and sedimentation control.

7.7. NOISE MANAGEMENT

7.7.1. Objective

To maintain construction noise at the site within legal limits

7.7.2. Scope

Any noise generated at the construction site.

7.7.3. Noise Management

Keep all equipment in good working order.

Operate equipment within specifications and capacity and don't overload the machines.

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Apply regular maintenance, particularly with regards to lubrication

Operate equipment with appropriate noise abatement accessories, such as sound hoods and ear plugs.

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

Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, so that it will not produce excessive and undesirable noise when released.

The entire Contractor's equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, for construction plant noise generation.

All the Contractor's vehicles shall be fitted with effective exhaust silencers and shall comply with the Road Traffic Act, (Act 29 of 1989) when any such vehicle is operated on a public road.

If on-site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993)

7.8. PROTECTION OF HERITAGE RESOURCES

7.8.1. Objective

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

7.8.2. Scope

Archaeological, Historical Artefacts, or Heritage resources discovered on or near the site.

7.8.3. Archaeological sites

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

7.8.4 Graves and Middens

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

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7.9. PROTECTION OF LIVESTOCK & GAME

7.9.1. Objective

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

7.9.2. Scope

Managing the activities of site staff during work and after hours.

7.9.3. Poaching of Livestock or Game

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

7.9.4 Killing of animals

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

7.10. FIRE PREVENTION

7.10.1. Objective

To minimise the risk of uncontrolled fires.

7.10.2. Scope

All activities on or near the site that could initiate and uncontrolled fire.

7.10.3. Fire Control

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

7.11. SPILLAGE OF HAZARDOUS SUBSTANCES

7.11.1. Hazardous Spillages Reporting & Records Keeping

In the event of a spillage, the incident will be reported (according to the TFR Occurrence Procedure: IMS PR 014). The investigation report should be copied to the Environmental Manager for record keeping.

Mobile oil clean-up kits must be available for accidental spills. The mobile kit should be available on any vehicle transporting oil containing materials.

In the event of an oil spill, the first priority is to contain the spill. The emergency programme for oil spills, as developed during the Method statement must then be followed. It is preferred that spillages and contaminated areas are treated on site. However, circumstances may necessitate the removal of contaminated soil for treatment – this area must be clearly demarcated and cordoned off.

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Bund walls should be secure from leaks and damage. Oil traps must be pumped out regularly and remain free of debris. Oil taps should be securely closed unless it is necessary for water to be drained from the bund area.

7.12. HANDLING & BATCHING OF CONCRETE AND CEMENT

7.12.1. Objective

To control cement and concrete batching activities so as to prevent the spillage of cement waste water and potential contamination of soil, groundwater and marine environment (where applicable). To avoid or substantially reduce dust emissions caused by cement and concrete activities on site ensure that no noise nuisance results from batching activities.

7.12.2. Scope

Cement and concrete batching activities commonly produce cement-laden (contaminated) runoff, mainly from washing of mixing equipment. The contaminated runoff is alkaline and contains high levels of chromium, which causes leachate that may ultimately contaminate groundwater. Cement contaminated water can also increase the pH level of marine waters and cause detrimental damage to aquatic life.

Fine dust particles containing cement and concrete are pollutants and can cause damage to neighbouring amenities when allowed to spread. Excessive noise during batching may cause stress to employees on site and other people within the construction vicinity.

This standard applies to all cement and concrete batching activities, delivery of ready mix concrete and small scale mechanical & hand mixing of concrete and cement, as well as the washing of equipment used in these activities on construction sites managed by TFR.

7.12.3. Handling and batching of concrete and cement

7.12.3.1. Siting

Concrete batching shall only be conducted in demarcated areas which have been approved by the TFR Project Manager. Such areas shall be fitted with a contaminated facility for the collection of cement laden water. This facility shall be bunded and have an impermeable surface protection so as to prevent soil and groundwater contamination.

Drainage of the collection facility will be separated from any infrastructure that contains clean surface runoff. The batching facility will not be placed in areas prone to floods or the generation of stagnant water. Access to the facility will be controlled so as to minimise potential environmental impacts.

7.12.3.2. Handling and Storage

Hand mixing of cement and concrete shall be done on a mortarboard and/or within the bunded area with impermeable surface or concrete slab.

Bulk and bagged cement & concrete additives will be stored in an appropriate facility at least 10meters away from any watercourses, gullies and drains.

Waste water collected in the containment facility shall be left to evaporate. The contractor shall monitor water levels to prevent overflows from the facility. Water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste.

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All concrete washing equipment, such as shovels, mixer drums, concrete chutes, etc. shall be done within the washout facility. Water used for washing shall be restricted as far as practically possible.

The contractor shall periodically clean-out hardened concrete from the wash-out facility or concrete mixer, which can either be reused or disposed of as per accepted waste management practices and procedures.

Empty cement and concrete bags, if temporarily stored on site, will be secured with adequate binding material.

Sand and aggregates containing cement will be kept damp to prevent the generation of dust.

7.12.3.3. Disposal

Concrete or Cement or any solid waste materials containing concrete and cement will be disposed of at a registered disposal facility. Where disposal facilities for general waste are utilised, written consent from the relevant municipality must be obtained.

7.13. EROSION PREVENTION

7.13.1. Objective

To prevent Soil Erosion

7.13.2. Scope

All bare soil ground areas susceptible to erosion including gravel roads.

7.13.3. Erosion Prevention

All vehicle movements must be along existing roads and tracks. Vehicles should be driven at moderate speeds and within legal limits. Special care should be taken (especially in wet weather) to avoid eroding tracks. A single access track / road is to be used and multiple tracks are to be avoided at all times. In urban areas, access roads should be treated, where necessary, to avoid dust pollution.

Erosion of the access road, which cannot be remedied by simple compaction methods, should be referred to the TFR Infra for further assessment and recommendations. Soil binding agents and gabions are frequent methods used to combat erosion.

7.14. REHABILITATION

7.14.1. Objective

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

7.14.2. Scope

All areas affected by the project including lay down areas.

7.14.3. Rehabilitation

Contractors shall rehabilitate their lay-down area/s upon completion of work on site. A rehabilitation plan will be submitted to the Construction Manager for approval at least six weeks before completion. The following are critical issues to be included in the rehabilitation plan:

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Details of soil preparation procedures including proposed fertilizers or other chemicals being considered for use.

A list of plant species that will be used in the rehabilitation process. Note these should be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist should be sought in developing the list.

Procedures for watering the planted areas (frequency of watering, methodology proposed etc.)

An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring rehabilitation as being successful)

Procedures for the prevention of establishment and spread of alien invasive species.

7.15. SOCIO CULTURAL ISSUES

In the event that private property is damaged, it must be reported immediately to TFR and the landowner(s). Damage must be repaired to the satisfaction of the landowner (written proof of satisfaction must be obtained). Records of any complaints should be kept.

Local communities must be treated with the utmost respect and courtesy at all times. Infringement of their rights is strictly forbidden.

Stock, crops or activities on the surrounding private property should not be interfered with or disturbed. Wandering around the properties is not permissible (remain within the permitted working areas).

A list of the property owner's names, addresses and telephone numbers must be established and kept updated. A plan of action should be drawn up with the property owners. In case of an emergency (veld fire, vegetation problems etc.) The Contractor's contact names and telephone numbers must be given to these landowners.

The culture and lifestyles of the communities living in close proximity to the work sites must be respected.

Removal (pilfering) of agricultural products (sugar cane, fruit, vegetables, stock, firewood, poaching etc.) is prohibited. Receipts must be obtained for any merchandise purchased or received from land- owners (i.e. for meat, vegetables, wood).

Vehicles must be driven carefully in hazardous road conditions (sharp bends, narrow roads, bad weather, children playing on or near the road, domestic animals on or near the road etc.). Vehicle movement should be kept to a minimum during rain to avoid damage to access and farm roads.

Tribal graves, archaeological sites and sites of historical interest in close proximity to work sites are to be treated with respect and protected.

No firewood is to be collected except with the written consent of the landowner.

A register must be maintained of all complaints or queries received as well as action taken.

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Insure that affected property owners are informed of planned TFR activities on their land.

No off-road travelling is permitted in environmentally sensitive areas (Karoo, fynbos, coastal dunes, vleis and wetlands etc.).

7.16. ENVIRONMENTAL AWARENESS TRAINING

7.16.1. Objective

Environmental Management – Protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources.

Regulatory Compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in the regional and local regulations.

Problem recognition and communication – training personnel to recognise potential environmental, i.e. spills, and communicate the problem to the proper person for solution.

Liability control – non-compliance with regulatory requirements can lead to personal and corporate liability.

7.16.2. Scope

All Personnel on the construction site.

7.16.3. Environmental Awareness training

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

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

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

8. DOCUMENTATION

The Contractor must produce a method statement.

9. RECORDS

All documents generated in terms of this standard will be classes as records and retained for the life of the project.

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000



R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ol style="list-style-type: none"> Contracts which at award stage have a value in excess of R 1,000,000,000. Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period). Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. Contracts in or on any aircraft. Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension
Limits Of Indemnity:

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender



Chief Broking Officer