



Transnet National Port Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE : REHABILITATION OF PORT VIEW ROAD AT THE PORT OF EAST LONDON

RFP NUMBER	: TNPA/2022/04/0339/RFP
ISSUE DATE	: 11 May 2022
COMPULSORY BRIEFING	: 26 May 2022
CLOSING DATE	: 02 June 2022
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	REHABILITATION OF PORT VIEW ROAD AT THE PORT OF EAST LONDON
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and Transnet E-Tender website at www.transnet.net FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Port Authority (TNPA); EMD Building; Corner Dr. Zahn and Nufield Road; Westbank; East London; 5201 on the 26 May 2022, at 10:00am [10 O'clock] for a period of ± 2 hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. Tenderers without the recommended PPE will not be allowed on the site walk. Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. All forms of firearms are prohibited on Transnet properties and premises. The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (02 June 2022)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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

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

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 an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as



amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier MAAAA Number.....

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

T1.2 TENDER DATA

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

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

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

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

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

Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4 The Employer's agent is:

Name:	Lungelwa Mxokozeli
Address:	1 Hely Hutchinson Drive, Quigney, East London, 5201
Tel No.	043 700 2247
E – mail	Lungelwa.Mxokozeli@Transnet.Net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

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

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
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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 **6 CE** or higher class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

3. Stage Three - Functionality:

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

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

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

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

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

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- C.2.12 No alternative tender offers will be considered.

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- C.2.13 Each tender offer shall be in the **English Language**.
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The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C.2.15 Identification details: The tender documents must be uploaded with:

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

Documents must be marked for the attention of:
Employer's Agent: Lungelwa Mxokozeli

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not 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.2.17 The closing time for submission of tender offers is:

Time: **12:00pm** on the **02 June 2022**

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

NO LATE TENDERS WILL BE ACCEPTED

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. 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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Experience of Tenderer/Company (including its team of specialized subcontractors) in this type of work (i.e. road construction)	1. Bidder must show track record of previous similar projects over the past 5 with minimum five (5) written and signed references: The references should have the following: 1) Description of the works, 2) Duration of the works and 3) Project success; and	20	20
T2.2-04 Capability and capacity of the Key Personnel to support the execution of the works based on their detailed CV's on the previous similar project experience. All personnel to be in employ of the bidder, proof submitted in the form of payslip or appointment letter or employment contract. A letter of intent for personnel outside the employ of the bidder to be included with CV.	The bidder has submitted a project organogram including proof of employment with the following personnel: 1. Project Lead, Civil Engineer or Technologist; 10 Years' Experience in relevant infrastructure projects, construction of urban roads with relevant qualification and Professional Registration (Pr.Eng/Pr.Tech); 2. Project Planner / Scheduler; 5 Years' Experience in relevant infrastructure projects, construction of urban roads and Civil Engineering experience with relevant qualifications; 3. Costing personnel; 5 Years' Experience in construction of urban roads projects. 4. Construction Health and Safety Officer with minimum Diploma in Health and	25	25

	<p>Safety Management with 5yrs experience in construction health and safety management.</p> <p>5. Site Agent; minimum Diploma in Civil Engineering or equivalent with 7 Years' Experience in relevant infrastructure projects, construction of urban roads and Civil Engineering.</p>		
<p>T2.2-05</p> <p>Proposed Approach/ Methodology/Method Statement: Bidders exhibits a clear understanding of the Project and has shown correct sequencing with a concise method statement for all activities incorporating best practices.</p>	<p>The method statement must respond to the following:</p> <ol style="list-style-type: none"> 1. Method Statement is aligned to project scope 2. The method statement shows initiation, handover and close- out stages 3. Foreseeable project risks are identified on method statement 4. All stakeholders have been identified 5. All relevant approvals from authorities have been identified 	20	20
<p>T2.2-06</p> <p>Work Plan or Schedule or Programme: Submission of work organization programme and schedule listing</p>	<p>Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resources utilized (personnel, plant & equipment) and critical path milestones demonstrating that the project can be delivered within stated period:</p> <ol style="list-style-type: none"> 1 Detailed schedule with key activities and compatible to the Price Schedule /Bill of Quantities 2 Listing all construction activities (including subcontracted works; procurement activities and indicate ordering of long lead items). 3 All activities should be linked with no open end tasks 4 Duration not longer than 10 days 5 Use one unit of measure (days, weeks) 6 No constraints 7 Limited use of lead and lags 	15	15
<p>T2.2-07</p> <p>Quality Management and inspection tests.</p>	<p>Bidder has indicated all of the following:</p> <ol style="list-style-type: none"> 1. Quality Assurance Officer; 5 years experience as a quality officer with experience in urban roads construction projects. 2. Project Quality Plan specific to the contract, showing all tests and inspections. 3. QMS Accreditation (e.g ISO or any 	5	5

	<p>accredited certificate) for all tests.</p> <p>4. Index / list of procedures / method statements to be used</p> <p>5. Project specific Quality Control Plan</p>		
<p>T2.2-08</p> <p>Environmental Compliance</p>	<p>The bidder must submit an extensive EMP covering all site-specific environmental aspects as provided in the Contractor Environmental and Sustainability Specification Guidelines. The EMP to include the following site specific environmental aspects but are not limited to:-</p> <ol style="list-style-type: none"> 1. Waste Management 2. Dust Management 3. Spill Response 4. Water protection and Management 	5	5
<p>T2.2-09</p> <p>Safety & Health Compliance</p>	<p>Bidder must demonstrate full understanding of the Clients health and safety specification by presenting a detailed health and safety management plan specific to the project</p> <ol style="list-style-type: none"> 1. Must detail how the health and safety requirement will be met 2. What Health and Safety measures are put in place for personnel working on site. 3. Project Risk Assessment based on the method statement 4. The bidder must submit a COVID 19 regulations document as stipulated by the South African government. The document must: <ol style="list-style-type: none"> a. Indicate in details all the requirements for working in public. b. Clearly demonstrate precautionary measures they are going to undertake as the contractor. c. Provide a list of all equipment and apparatus to be used on site for screening and prevention 5. Letter of Good Standing 	10	10
<p>Maximum possible score for Functionality</p>			100

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

- T2.2-03 Experience of Tenderer/Company
- T2.2-04 Capability and capacity of the Key Personnel
- T2.2-05 Proposed Approach/ Methodology/Method Statement

- T2.2-06 Work Plan or Schedule or Programme
- T2.2-07 Quality Management and inspection tests
- T2.2-08 Environmental Compliance
- T2.2-09 Safety & Health Compliance

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

C.3.13 Tender offers will only be accepted if:

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

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

the tenderer:

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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-02 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-01 **Stage two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

2.1.2 Stage Three as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-03 Experience of Tenderer/Company
- T2.2-04 Capability and capacity of the Key Personnel
- T2.2-05 Proposed Approach/ Methodology/Method Statement
- T2.2-06 Work Plan or Schedule or Programme
- T2.2-07 Quality Management and inspection tests
- T2.2-08 Environmental Compliance
- T2.2-09 Safety & Health Compliance

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing

Agreement and Commitment by Tenderer:

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFP Declaration Form
- T2.2-16 RFP – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct
- T2.2-20 Agreement in terms of Protection of Personal Information (POPIA)
- T2.2-21 Contractor Environmental and Sustainability Specification Guidelines

Financial/Insurance:

T2.2-22 Three (3) years audited financial statements

T2.2-23 Insurance provided by the Contractor

3. CONTRACT

3.1 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

3.2 C1.2 CONTRACT DATA

3.3 C2.1 PRICING INSTRUCTIONS (BILL OF QUANTITIES)

3.4 C2.2 BILL OF QUANTITIES

3.5 C3.1 WORKS INFORMATION

3.6 C4.1 SITE INFORMATION

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company
Name)

Represented

(Name and
Surname)

by:

Was represented at the compulsory tender clarification meeting

Held at:	Transnet (TNPA) National Port Authority; EMD Building Corner Dr Zahn and Nufield Road Westbank; East London; 5201	
On (date)	26 May 2022	Starting time: 10h00AM

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

4. 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 Grade **6 CE or higher** class of construction work, are eligible to have their tenders evaluated.

5. Joint Venture (JV)

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

- 8 every member of the joint venture is registered with the CIDB;
- 9 the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 10 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 **6 CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 11 the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 12 and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Evaluation Schedule: Experience of Tenderer/Company

Note to tenderers:

1. Bidder must show track record of previous similar projects over the past 5 years written and signed references. Alternatively the bidder can submit the Letter of award with completion certificate.

Five (5) written and signed references are required from Clients in a company's letter head confirming the implementation, sites where previous similar work/projects were implemented.

The references should have the following:

1. Description of the works,
2. Duration of the works and
3. Project success

The scoring of the Programme will be as follows:

Experience of Tenderer/Company (including its team of specialized subcontractors) in this type of work (i.e. Construction of urban roads)	
	Score:(20)
Minimum five written and signed references:	Weight
Bidder has not submitted the required information/cannot be rated	0
One written and signed references in a letter head have been provided.	20
Two written and signed references in a letter head have been provided.	40
Three or more written and signed references in a letter head have been provided.	60
Four written and signed references in a letter head have been provided.	80
Five or more written and signed references in a letter head have been provided.	100

T2.2-04: Evaluation Schedule: Key Personnel (Capability & Capacity)

Capability and capacity of the Key Personnel to support the execution of the works:

Capability and capacity of the Key Personnel to support the execution of the works based on their detailed CV's on the previous similar project experience. All personnel to be in employ of the bidder, proof submitted in the form of payslip or appointment letter or employment contract. A letter of intent for personnel outside the employ of the bidder to be included with CV.

The bidder has submitted a project organogram including proof of employment with the following personnel:

- 1) Project Lead, Civil Engineer or Technologist; 10 Years Experience in relevant infrastructure projects, construction of urban roads with relevant qualification and Professional Registration (Pr.Eng/Pr.Tech.);
- 2) Project Planner / Scheduler; 5 Years Experience in relevant infrastructure projects, construction of urban roads and Civil Engineering experience with relevant qualifications;
- 3) Costing personnel; 5 Years Experience in construction of urban roads projects.
- 4) Construction Health and Safety Officer with minimum Diploma in Health and Safety Management with 5yrs experience in construction health and safety management.
- 5) Site Agent; minimum Diploma in Civil Engineering or equivalent with 7 Years Experience in relevant infrastructure projects, construction of urban roads and Civil Engineering.

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

Key Person Role	Name of Resource	CV attached (Yes/No)
Project Lead		
Project Planner / Scheduler		
Costing personnel		
Health and Safety Officer		
Site Agent		

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

The bidder has submitted a project organogram including proof of employment with the following personnel:	Score (25)
Weight	Weight
The Tenderer has submitted no information or inadequate information to determine a score.	Score 0
Project Lead (2 to 3 years) (1 point), Project Planner / Scheduler (1 year) (1 point), Costing personnel (1 year) (1 point), Health and Safety Office (1 year)(1 point), Site Agent (3 years) (1 point)	Score 20
Project Lead (4 to 5 years) (2 points), Project Planner / Scheduler (2 years) (2 points), Costing personnel (2 years) (2 points), Health and Safety Office (2 years) (2 points), Site Agent (4 years) (2 points)	Score 40
Project Lead (6 to 7 years) (3 points), Project Planner / Scheduler (3 years) (3 points), Costing personnel (3 years) (3 points), Health and Safety Office (3 years) (3 points), Site Agent (5 years) (3 points)	score 60
Project Lead (8 to 9 years) (4 points), Project Planner / Scheduler (4 years) (4 points), Costing personnel (4 years) (4 points), Health and Safety Office (4 years) (4 points), Site Agent (6 years) (4 points)	Score 80
Project Lead (>or =10 years) (5 points), Project Planner / Scheduler (>or =5 years) (5 points), Costing personnel (> or = 5 years) (5 points), Health and Safety Office (> or = 5 years) (5 points), Site Agent (> or = 7 years) (5 points)	Score 100

T2.2-05: Proposed Approach/ Methodology/Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

Proposed Approach/ Methodology/Method Statement:

Bidders exhibits a clear understanding of the Project and has shown correct sequencing with a concise method statement for all activities incorporating best practices.

The method statement must respond to the following:

1. Method Statement is aligned to project scope
2. The method statement shows initiation, handover and close- out stages
3. Foreseeable project risks are identified on method statement
4. All stakeholders have been identified
5. All relevant approvals from authorities have been identified

Proposed Approach/ Methodology/Method Statement	Score (20)
	Weight
Bidder has not submitted the required information/ cannot be rated	0%
One aspect of the method statement have been covered	20%
Two aspects of the method statement have been covered	40%
Three aspects of the method statement have been covered	60%
Four aspects of the method statement have been covered	80%
All five aspects of the method statement have been covered	100%

T2.2-06: Work Plan or Schedule or Programme

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme when requested to do so.

Work Plan or Schedule or Programme:

Submission of work organisation programme and schedule listing

Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resources utilised (personnel, plant & equipment) and critical path milestones demonstrating that the project can be delivered within stated period:

- 1) Detailed schedule with key activities and compatible to the Price Schedule /Bill of Quantities
- 2) Listing all construction activities (including subcontracted works; procurement activities and indicate ordering of long lead items).
- 3) All activities should be linked with no open end tasks
- 4) Duration not longer than 10 days
- 5) Use one unit of measure (days, weeks)
- 6) No constraints
- 7) Limited use of lead and lags

The scoring of the Programme will be as follows:

Work Plan or Schedule or Programme: Submission of work organization programme and schedule listing	Score: (15)
	Weight
Two or less aspects submitted, bidder has not submitted the required information/cannot be rated	0
Three aspects of the work plan have been covered	20
Four aspects of the work plan have been covered	40
Five aspects of the work plan have been covered	60
Six aspects of the work plan have been covered	80

Seven aspects of the work plan have been covered	100
--	------------

T2.2-07: Quality Management and inspection tests

Bidder has indicated all of the following:

1. Quality Assurance Officer; 5 years experience as a quality officer with experience in urban roads construction projects
2. Project Quality Plan specific to the contract, showing all tests and inspections.
3. QMS Accreditation (e.g ISO or any accredited certificate) for all tests.
4. Index / list of procedures / method statements to be used
5. Project specific Quality Control Plan

The scoring of the Quality Management will be as follows:

Quality & Inspection Tests	Score (5)
	Weight
Bidder has not submitted the required information/ cannot be rated	0
One aspect of the quality management plan have been covered	20
Two aspects of the quality management plan have been covered	40
Three aspects of the quality management plan have been covered	60
Four aspects of the quality management plan have been covered	80
All five aspects of the quality management plan have been covered	100

T2.2-08 Environmental Compliance

The bidder must submit an extensive EMP covering all site-specific environmental aspects as provided in the Contractor Environmental and Sustainability Specification Guidelines.

The EMP to include the following site specific environmental aspects but are not limited to:-

1. Waste Management
2. Dust Management
3. Spill Response
4. Water protection and Management

Environmental Compliance	SCORE (5)
	Weight
Bidder has not submitted the required information/ cannot be rated	0
Bidder covers one of the specific aspects	20
Bidder covers two of the specific aspects	40
Bidder covers three of the specific aspects	60
Bidder covers four of the specific aspects	80
Bidder covers all environmental aspects as shown in the EMP Sustainability Specification	100



T2.2-09: Evaluation Schedule: Health and Safety Management

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

1. Contract specific Health & Safety plan including the following:

Bidder to submit required documents or required information to ensure SHE compliance in terms of scope of work.

Bidder must demonstrate full understanding of the Clients health and safety specification by presenting a detailed health and safety management plan specific to the project and

1. Must detail how the health and safety requirement will be met
2. What Health and Safety measures are put in place for personnel working on site.
3. Project Risk Assessment based on the method statement
4. The bidder must submit a COVID 19 regulations document as stipulated by the South African government. The document must:
 - a. Indicate in details all the requirements for working in public.
 - b. Clearly demonstrate precautionary measures they are going to undertake as the contractor.
 - c. Provide a list of all equipment and apparatus to be used on site for screening and prevention
5. Valid Letter of Good Standing with the worksmen's compensation fund

The scoring of the Tender's Health and Safety criteria is as follows:

Description: Compliance to Health and Safety	Score (10)
	Weight
Bidder has not submitted the required information/ cannot be rated	0
One aspect of the health and safety have been covered	20
Two aspects of the health and safety have been covered	40
Three aspects of the health and safety have been covered	60
Four aspects of the health and safety have been covered	80
All five aspects of the health and safety have been covered	100

CONTRACTOR QUESTIONNAIRE

1.	POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO	N/A
1.1	Does your company have a SHEQ Policy?			
1.2	Has a copy signed by the Chief Executive Officer / Managing Director been supplied?			
	Provide company organogram.			
1.3	Company Certified? i.e. ISO 14001, ISO 9001, OHSAS 18001 etc.			
	If yes, provide proof of periodical work area inspections and Regular Health and Safety meetings with personnel			
1.4	Does the company have OHSAct 16.2 Appointee?			
1.5	Is your company registered with the Compensation Commissioner (COID Act) or licenses compensation insurer? If so, please provide registration number.			
1.6	Do you have a copy of good standing certificate, confirming that your registration is paid up? If so, please provide copy thereof			
1.7	Does the company comply with the relevant legal appointees for this project i.e. Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc.?			
2.	ACCREDITATION	YES	NO	
2.1	Does the company have the auditable Management Systems in place?			
	If so, please provide proof of certificate issued by a credible external Assurance Auditor.			
3.	TRAINING	YES	NO	
3.1	Has the training based on risks/hazards that has been identified been done?			
3.2	Is training provided to employees at the following stages?			
	▪ When joining the company			
	▪ When changing jobs within the company			
	▪ When new plant or equipment needs to be operated			
	▪ As a result of experience of and feedback from an accident/incident reports			
3.3	Provide proof of specialist training provided such as training analysis, Certificates, Job Specific Training or Induction Training program?			

3.4	What legal or compliance training is provided specifically to			
	▪ First line supervisors?			
	▪ Middle and top management?			
3.5	Are all employees (including sub-contractors) instructed as to the application of rules and regulations within your organization?			
3.6	Does this training include the selection, use and care of personal protective equipment?			
3.7	What refresher training is provided and at what intervals?			
	Please list examples			
4.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO	
4.1	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?			
	Give examples of plant/equipment covered:			
4.2	Is there a record of inspections conducted above?			
4.3	Do you carry out plant and equipment inspections prior to work commencing to ensure the hazards are identified?			
	Please provide copies of these inspection reports.			
4.4	Do you evaluate the competence of all sub-contractors?			
	Please describe how this is achieved and how the results are monitored.			
5.	INSPECTIONS	YES	NO	
5.1	Are periodic work inspections carried out by first line supervisors?			
5.2	Are unsafe acts and conditions reported and remedial actions formally monitored?			
6.	RULES AND REGULATIONS	YES	NO	
6.1	Do organisational rules and regulations exist for personnel and subcontractors?			
	Do these cover			
	▪ General rules			
	▪ Project rules			
	▪ Specific task rules			

6.2	Do these rules include a permit to work system (as applicable)?			
6.3	Do you have experience of contractor execution plans?			
	Give examples of where these have been used			
6.4	Do you have a formal company guideline for holding pre-contract progress meetings with the client?			
7.	RISK MANAGEMENT	YES	NO	
7.1	Have you performed assessment of the risks involved in the execution of contract work?			
7.2	Do you have safe work procedure for all high risk/hazards identified?			
7.3	Are employees trained on Safe Work Procedures?			
7.4	Do you have a copy of the PPE needs analysis done and issue records kept?			
8.	BUSINESS CONTINUITY AND EMERGENCY ARRANGEMENTS	YES	NO	
8.1	Do you have an emergency plan AND business continuity plan in place?			
8.2	Are provision made for Trained First Aiders?			
8.3	Are employees trained on the emergency plan/procedure and business continuity plan?			
9.	FALL PROTECTION	YES	NO	
9.1	Are you able to demonstrate that work at heights undertaken under competent supervision, carried out by employees who are trained and medically fit?			
9.2	Does your fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment?			
10.	PROJECT SECURITY	YES	NO	
10.1	Has the security assessment for the site been done?			
10.2	Are measures put in place to ensure security of the project personnel and equipment?			
11.	RECRUITMENT OF PERSONNEL	YES	NO	
11.2	Are medical examinations carried prior to employment, in all cases?			
11.3	Are exit medicals conducted on staff once they have resigned? e.g. via trade testing, reference checks, etc.			
11.4	How do you assess the competence of staff before an appointment is made?			
11.5	Is the substance abuse policy and testing procedure in place?			

12.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO				
12.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?						
	Supply copy of this procedure and incident register including first aid and medical cases.						
12.2	Is there a standard report/investigation form used? If yes, supply copy.						
12.3	Do you have a formal system for reporting situations/near misses etc.? If yes, provide copy.						
		YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	
	Lost time accidents per 100 employees						
	Major/Reportable injuries per 100 employees						
	Number of dangerous occurrences						
	Lost man days due to accidents						
13.	COMMUNICATION AND CONSULTATION	YES	NO				
13.1	Are progress and other legal meetings held?						
13.2	Are minutes of the meetings recorded and results of these meetings communicated to all employees? If yes, please describe method						
13.3	Are daily talks meetings conducted to discuss hazards on site, incident recall, performance?						
14.	COSTS	YES	NO				
14.1	Has the Contractor made provision for the cost for IMS requirements for the project? Refer to Pricing Schedule Requirements (Annexure 8.4, TRN-IMS-GRP-PROC-014-8.4)						
Name of Transnet Contract Manager/Designated Transnet Person:							
Signature of Transnet Contract Manager/Designated Transnet Person:							
Date of Receipt of Documentation:							
Comments:							
Date of Endorsement of Documentation:							

PRICING SCHEDULE REQUIREMENTS

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

The following is the minimum list of pricing items that must be submitted to the Contract Manager by the contractor for approval

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Systems Documentation			
2.	PPE & Safety Equipment			
3.	Signage & Barricading			
4.	Medical Surveillance			

Total IMS Cost (R)	
Total Tender Value (R)	
IMS Cost as % of Tender value	%



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

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 Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

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



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

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

Name of Company/Members of Joint Venture:

[illegible]

T2.2-13: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. 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

6. 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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>
EME ¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the 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.



WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

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 interest² in the enterprise,

employed by the state?

YES/NO

- 5.1.1 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.

² 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.

Full Name	Identity Number	Name of State institution

2.2 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 consortium³ will 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.

³ 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.



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



T2.2-14: 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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 Bid or Bid Document (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 Confidential Information means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by

any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and

- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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



Signed

Date

Name

Position

Tenderer

T2.2-15: 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 T2.2-17 "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 Excludedidders.

T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



T2.2-17: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY: _____

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

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

T2.2-18: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best

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

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

11 GENERAL

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

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



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

Signature

Date

T2.2-19: 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

T2.2-20: 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	
----	--

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Company Name: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-21 Contractor Environmental and Sustainability Specification Guidelines

Contractor Environmental and Sustainability Specification Guidelines

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1 Purpose

This specification describes the minimum standards for environmental management to which Contractors and Sub-contractors on a construction site must comply. It is a generic standard for use across all works within Transnet.

There may be project specific environmental standards in addition to the standards in this document that exceed the standards prescribed here. The project specific environmental standards will be described in the Project Environmental Specification (PES) that will be issued separately for each project (where relevant).

This document must be read in conjunction with the Transnet Construction Environmental Management Plan (CEMP).

2 Scope

This standard applies to Contractors that work on site under the authority of Transnet.

3 Abbreviations and Definitions

3.1 Abbreviations

CEMP	Construction Environmental Management Plan
DEA	Department of Environmental Affairs
EA	Environmental Authorization
EO	Environmental Officer
EGF	Environmental Governance Framework
NEMA	National Environmental Management Act 107 of 1998 (as amended)
NEM:BA	National Environmental Management: Biodiversity Act 10 of 2004

NWA	National Water Act 36 of 1998
PES	Project Environmental Specification
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality
CM	Contract Manager
PEM	Project Environmental Manager

3.2. Definitions

Fauna A group of animals specific to a certain region or time period.

Flora A group of plants specific to a certain region or time period.

General waste Waste that does not pose an immediate hazard or threat to health or to the environment; and includes:-

- (a) domestic waste;
- (b) building and demolition waste;
- (c) business waste;
- (d) inert waste; or
- (e) any waste classified as non-hazardous waste in terms of NEMWA, 59 of 2008.

Hazardous waste Any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment and includes hazardous substances, materials or objects within business waste, residue deposits and residue stockpiles.

Indigenous vegetation Plants that naturally occur in an area.

Liquid waste	Waste that appear in liquid form such as used oil, grease and/or contaminated water or waste water.
Method statement	A document that describes how the Contractor will apply environmental management measures associated with a particular environmental aspect during construction. It is a written submission by the Contractor to the Transnet EO or CM in response to this Specification or a request by the Engineer, an ECO or Authorities setting out the equipment, plant, materials, labour and method the Contractor proposes to use to carry out an activity identified by this Specification or the Transnet EO when requesting the Method Statement, in such detail that the Transnet EO is able to assess whether the Contractor's proposal is in accordance with this Specification and/ or will produce results in accordance with this Specification.
Natural Vegetation	All existing species, indigenous or otherwise, of trees, shrubs, groundcover, grasses and all other plants found growing on the site.
Responsible Authority	A Responsible Authority, according to the National Water Act 36 of 1998, relates to specific power or authority in respect of water uses that is assigned by the Minister to a Catchment Management Agency or to a Regional Office.
Sensitive area	Any area that is denoted as sensitive by this Specification due to its particular attributes, which could include the presence of rare or endangered vegetation, the presence of heritage resources (<i>e.g.</i> archaeological artefact or graves), the presence of a unique natural feature, the presence of a watercourse or water body, the presence of steep slopes.
Solid waste	All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (<i>e.g.</i> plastic packets and wrappers).

Spoil	Excavated material which is unsuitable for re-use as material in the Works or any other use; or is material which is surplus to the requirements of the Works.
Temporary Storage	A once-off storage of waste for a period not exceeding 90 days.
Topsoil	Means a varying depth (up to 300 mm) of the soil profile irrespective of the fertility appearance, structure, agricultural potential, fertility and composition of the soil.
Waste	Any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes. Waste or a portion of waste ceases to be a waste only once the waste is, or has been re-used, recycled or recovered.
Watercourse	Means - <ul style="list-style-type: none"> a) a river or spring; b) a natural channel in which water flows regularly or intermittently; c) a wetland, lake or dam into which, or from which, water flows; and d) any collection of water gazetted by the National Water Act, 36 of 1998 as a watercourse, and a reference to a watercourse includes, where relevant, its bed and banks
Wetland	Land which is transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which land in normal circumstances supports or would support vegetation typically adapted to life in saturated soil.

Rehabilitation

Refers measures that must be put in place to restore the site to its pre-construction or enhanced state, subsequent to construction taking place.

4 Minimum Standards for Environmental Management

The Contractor shall identify the potential environmental aspects and impacts that may occur as a result of his/her activities and accordingly prepare separate Method Statements describing how each of these impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

The Contractor will comply with the standards described below.

1.1. Site Planning and Establishment

The Contractor shall establish his construction camps, offices, workshops, eating areas and any other facilities on the site in a manner that does not adversely affect the environment. These facilities must not be sited in close proximity to sensitive areas; the buffer to be determined by the ecological requirements of the fauna/flora found on-site.

The Contractor shall ensure that a most recent, signed and dated Transnet IMS Policy is displayed on the notice-board at all times.

1.1.1. Site plan

Before the onset of construction, the Contractor shall submit to the Transnet CM and Transnet EO for his/her approval, plans of the exact location, extent and construction details of the proposed facilities and the impact mitigation measures the Contractor proposes to put in place. Any changes to the location of the facilities and site activities as per the approved site layout plan shall be re-submitted to the Transnet CM and Transnet EO for approval.

The Site Plan must as a minimum include but not necessarily be limited to:

- Detailed layout of the construction works areas including access roads, site offices, material laydown areas, temporary stockpile areas and parking areas;
- Detailed locality and layout of all waste storage and handling facilities for litter, kitchen refuse and workshop-derived effluent;
- Proposed areas for the stockpiling of topsoil and excavated spoil material;
- Demarcation of the construction footprint including areas not to be disturbed by the development;
- Location of sewage and sanitary facilities at the site offices and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the Transnet CM and Transnet EO on projects that have gone through the environmental impact assessment (EIA) process.

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 be located as far away as possible from any watercourse. Should this not be possible, approval for the location of these facilities must be granted by the Transnet EO.

1.1.2. Identification and establishment of suitable access routes/roads

Existing access routes to the construction/works areas must be used as far as possible. The building of access roads must be restricted to within the development footprint to prevent unnecessary disturbance of the surrounding environment. However, prior to making a decision about new access road, the Transnet EO must assess the proposed access road against the prevailing environmental legislation to confirm/rule out possible EIA triggers. Access tracks must be maintained in a good condition at all times during construction to minimize erosion and dust generation.

1.1.3. Demarcation of site limits

Prior to the commencement of construction, the actual site to be developed must be clearly demarcated by means of highly visible barriers such as fences and orange snow netting. Vegetation within the demarcated zone may be cleared only upon obtaining approval from the Transnet EO. Disturbance of vegetation outside of the demarcated development footprint is not permitted.

All plant, material and equipment required for construction must be located within the designated areas. Laydown areas must be clearly demarcated within the site limits. No activities are allowed outside of the demarcated development footprint.

1.1.4. Eating Areas

The Contractor is responsible for providing adequate eating facilities within the works area to ensure that workers do not leave the site to eat during working hours. Refuse bags/bins must be provided at all established eating areas and when full it should be disposed as required by Section 4.3.

1.1.5. Liquid waste Management

Liquid waste water from site shall be stored on-site in a properly designed and constructed system, situated so as not to adversely affect water courses (streams, rivers, pans, dams etc.). Only domestic type wastewater, i.e. toilet, shower, basin, kitchen water shall be allowed to enter the designated system.

1.2. Sewage and Sanitation

The Contractor is responsible for providing adequate sanitary facilities including toilets, toilet paper, wash basins etc. to all workers on site and for enforcing the proper use of these facilities. Safe and effective sewage treatment will require one of the following sewage handling methods: dry-composting toilets such as “enviro loos” or the use of chemical toilets which are supplied and maintained by a suitably qualified Sub-contractor. The type of sewage treatment will depend on the location of the site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets.

Toilet facilities shall be serviced regularly and the waste material generated from these facilities shall be disposed of at a registered waste water treatment works/macerator and proof of servicing and disposal shall be made available in the Contractor EO's File.

Toilets 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 veldt) shall not, under any circumstances, be allowed. For projects of high mobility a mobile toilet facility shall be made available by the Contractor.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. Toilets must not be placed in areas susceptible to flooding and high winds. 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 Transnet CM.

1.3. Waste Management

Waste is grouped into "general" or "hazardous", depending on its characteristics. The classification determines handling methods and the ultimate disposal of 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; and
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

The Contractor shall classify all waste expected to be generated during the construction period. Examples of typical construction waste which could be expected on the site and how they should be classified are indicated in the following table:

TABLE 1: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION

WASTE	CLASSIFICATION	
	HAZARDOUS	GENERAL
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	
Domestic waste		X
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Explosive waste	X	
PCB waste	X	
Rubble (not contaminated by oil or organic compounds)		X
Waste Cable		X
Waste plastic		X
Waste paint and/or solvent	X	
Waste oil	X	
Waste concrete		X
Waste cement powder	x	
Waste empty cement bags (must be thoroughly decanted)		x
Waste containing fibrous asbestos	X	
Waste timber		X
Sewerage sludge	X	
Scrap metal		X
Chemically-derived sanitary waste	X	

A hierarchical control approach to waste management is encouraged. Waste should preferably be managed in the following order of preference:-

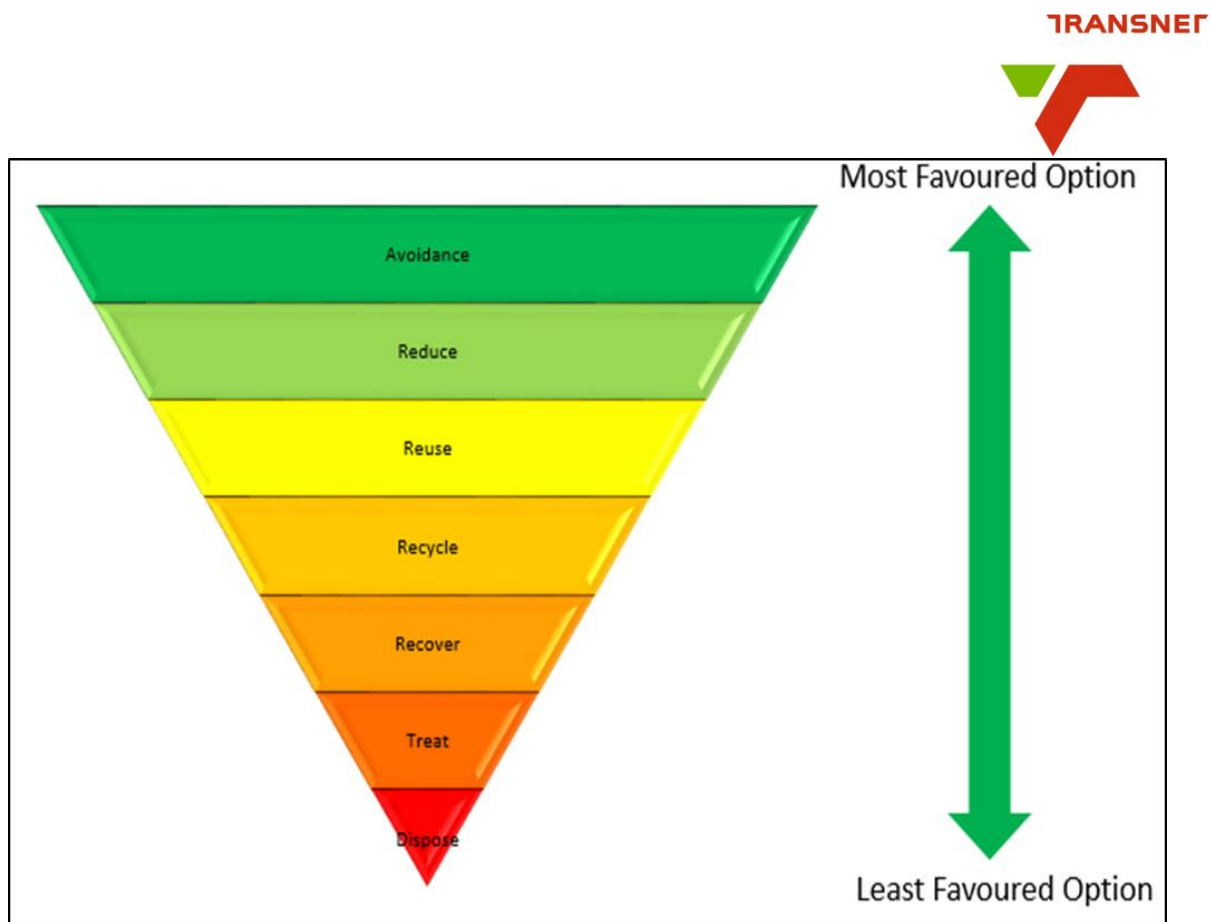


FIGURE 1: THE WASTE MANAGEMENT HIERARCHY

(Transnet Environmental Risk Management strategy and Framework, 2015:42)

- | | |
|-----------------------------------|---|
| 1. Avoidance/Prevention: | using goods in a manner that minimises their waste components |
| 2. Reduction/Minimisation: | reduction of the quantity and toxicity of waste generated during construction |
| 3. Re-use: | removing an article from a waste stream for use in a similar or different purpose without changing its form or properties |
| 4. Recycling: | separating articles from a waste stream and processing them as products or raw materials |
| 5. Recovery: | reclaiming particular components or materials, or using the waste as a fuel |
| 6. Treatment: | processing of waste by changing its form or properties in order to reduce toxicity and quantity |
| 7. Disposal: | burial, deposit, discharge, abandoning or release of waste |

The Contractor is responsible for the removal of all waste from site generated through the construction activities. The Contractor shall ensure that all waste is removed to appropriate licensed waste management facilities. (For the identification of an appropriate facility, the following source may be utilized: <http://sawic.environment.gov.za/>).

The Contractor's EO will work in conjunction with the Contractor's Safety and Health personnel to create a Hazardous Materials Management Program. This program will establish the necessary protocol for proper handling and removal of hazardous materials on the site.

The Contractor shall manage **GENERAL WASTE** that is anticipated to be generated by operations as follows:

- Notify waste hauler when container is full so that it can be removed and replaced with an empty container/skip;
- No littering is allowed on site. In the event where staff mobility is high, refuse bags will be made available by the Contractor;
- Provide documented evidence of proper disposal of waste (Waste Disposal Certificate)

The Contractor shall recycle **GENERAL WASTE** (as far as practically possible) that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for the following (whichever relevant) and locate them within temporary office building and trailers:
 - Office Waste;
 - Aluminium;
 - Steel;
 - Glass;
 - Ferrous Metals;
 - Non Ferrous Metals; and

- Waste Timber
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away
- Spent batteries, circuit boards, and bulbs, while non-hazardous, require separate storage, special collection and handling.
- No burning, burying or dumping of waste of any kind will be permitted.

The Contractor shall manage **HAZARDOUS WASTE** anticipated to be generated by his operations as follows:

- Obtain and provide an acceptable container with correct and visible classification label;
- Place hazardous waste material in allocated 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 registered hazardous disposal site;
- Notify the waste hauler when container is full so that it can be removed and replaced with an empty container/skip; and
- Provide documented evidence of proper waste disposal of the waste (Waste Disposal Certificate).

The Contractor shall quantify all waste disposed of, whether general or hazardous (including waste disposed of by any sub-contractors) and keep record of these quantities on site.

1.4. Workshops, equipment maintenance and storage

All vehicles and equipment must be kept in good working order to maximise efficiency and minimise pollution. Maintenance, including washing and refueling of plant on site must be

done at designated locations at workshop areas. These designated areas must be agreed with the Transnet CM and Transnet EO. The Contractor must ensure that no contamination of soil or vegetation occurs around workshops and plant maintenance facilities. All machinery servicing areas must be bunded. Drip trays should be used to collect used oil, lubricants at all times. Drip trays must be provided for all stationary plant. Washing of equipment should be restricted to urgent maintenance requirements only. Adequate wastewater collection facilities must be provided and the wastewater should be disposed of at a registered hazardous waste disposal site.

1.5. Vehicle and Equipment Refueling

1.5.1. Stationary/Designated Refueling

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

The Contractor shall store fuel and oil at a secure area, which shall be bunded to contain 110% of the total volume within the bund and designed with an impervious layer or liner or paved surface to prevent spillage from entering the ground.

The Contractor shall provide details of its proposed fuel storage and fuelling facility to the Transnet EO for approval. The design shall comply with the regulations of the National Water Act, (Act 36 of 1998), the Hazardous Substances Act, (Act 15 of 1973), the Environmental Conservation Act, (Act 73 of 1989), National Environmental Management Act, (Act 107 of 1998), and the Occupational Health and Safety Act, (Act 85 of 1993), mainly the Construction - and Hazardous Chemical Substances Regulations.

1.5.2. Mobile Refueling

In certain circumstances, the refuelling of vehicles or equipment in a designated area is not a viable/practicable option and refuelling has to be done from a tank, truck, bowser or

container moved around on site. In such circumstances, the Contractor may request approval from the Transnet CM to conduct mobile refuelling subject to the following control measures:

- Secondary containment equipment shall be in place. This equipment shall be sized to contain the most likely volume of fuel that could be spilt during transfer.
- Absorbent pads or drip trays are to be placed around the fuel inlet prior to dispensing.
- Mobile refuelling units are to be operated by a designated competent person.
- The transfer of fuel must be stopped prior to overflowing. Fuel tanks or refuelling equipment on vehicles may only be filled to 90% carrying capacity.
- Mobile fuelling tanks must be stored in an area where they are not susceptible to collisions. The fuel storage area must be located away from drainage channels.
- Mobile refuelling operations shall not take place within 30 meters of any watercourses or 7.5 meter from other structures, property lines, public ways or combustible storage.
- All mobile refuelling tanks are to be properly labelled and fire extinguishers with valid service dates shall be located near the fuel storage areas. These extinguishers must be of a suitable type and size.

1.6. Spill Response

The Contractor shall have adequate spill response materials/equipment on site which must be aligned with the volumes of hazardous substances used on site and the risk of pollution to sensitive environmental attributes.

The Contractor shall provide details for approval by the Transnet CM and Transnet EO of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous materials. The plan will show measures to be taken in removing contaminated material from site and demonstrate complete removal of contamination.

The Contractor shall instruct construction 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; and
- Do not discharge oil or contaminants into storm water or sewer systems.

If a spill occurs on land, the Contractor must:

- Immediately stop or reduce the spill
- 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 at a registered hazardous waste disposal site and provide proof thereof (SDCs)

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
- Notify the appropriate on-site authorities
- Implement actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent material

- Recover the spilled product
- Dispose of spilled material at a registered hazardous waste disposal site and provide SDCs
- Water samples to be taken downstream from where the spill took place to trace the extent of pollution

1.7. Spray Painting and Sandblasting

Spray painting and sandblasting should be kept to a minimum. All painting should, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or by an approved procedure. A Method Statement shall be submitted to the Transnet EO for approval.

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

If the area is in confined or high (elevated) areas, a protection plan must be issued for approval by the Transnet EO.

1.8. Dust Management

Current best practice relating to the management of dust in construction site, discourages the use of water intensive dust control measures.

Contractors are responsible for managing dust generated as a result of their activities; the usage of water for dust management to be minimised as far as practically possible. Discretion to be applied on a site-by-site basis in terms of dust control. Dust control measures must be agreed upon by the Transnet EO prior to commencement of the Works.

Below are some dust control measures which can be applied during construction are presented in this section for inclusion by the Contractor in his Dust Control Method Statement:-

- Operate vehicles within speed limits, where no speed limit has been specified, the limit shall be 20km/h;
- Minimise haulage distances where possible;
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction areas;
- The introduction of hydro-seeding and mulch due to its ability to bind soil particles together and thus reduce fugitive dust on-site;
- Dust suppression measures will also apply to inactive construction areas. (An inactive construction site is one on which construction will not occur for a month or more);
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, runoff, and air-borne 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;
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training);
- In cases where water is to be used for dust control; it shall be ensured that it shall only be taken from authorised sources; and
- Apply water to gravel roads with a spraying truck when required, however taking due regard to the current water shortages in the country;

1.9. Storm water and Dewatering Management

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

The Contractor shall take note that discharges to controlled waters such as the sea, rivers, groundwater or to sewerage systems are controlled under the South African Water Legislation. The following specific measures are required:

- Temporary drainage must be established on site during the 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, where necessary.
- Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.
- The Contractor shall clear stagnant water at all times.
- The Contractor shall ensure that no contaminated surface water flows off-site as a result of Contractor operations. Where necessary, silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no runoff from the site except at points where silt traps are provided. The Contractor shall be responsible for checking and maintaining all silt traps for the duration of the project.
- The removal from groundwater is defined as a water-use under the National Water Act 36 of 1998. Therefore, it must be ensured that the project has been authorised by the Responsible Authority to remove groundwater prior to dewatering taking place. If applicable, the Contractor shall be responsible for collection, management, and containment within the site boundaries of all dewatering from all general site preparation activities.

- The dewatering water shall be contained within the site boundaries and executed in a manner that is in line with the Dewatering Method Statement.
- 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 as 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 50-year storm peak runoff flow.

1.10. Erosion Control

Other structural and non-structural (vegetative) erosion control measures will be designed, implemented, and properly maintained in accordance with best management practices which will include, but not limited to the following:

- Scheduling of activities to minimise the amount of disturbed area at any one time;
- Implementation of re-vegetation as early as feasible;
- Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extent feasible at drainage ditches;
- Compacting loose soil as soon as possible after excavation, grading, or filling;
- Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary berms or swales, small sedimentation basins, and gravelled roads to minimise transport of sediment;
- Implementing the erosion and sedimentation control plan and ensuring that construction personnel are familiar with and adhere to it;

- Managing runoff during construction; and
- The Contractor shall be responsible for checking and maintaining all erosion and sedimentation controls.

1.11. Noise Management

The Contractor must implement the following measures, as a minimum, to manage noise pollution resulting from his/her activities:-

- Keep all equipment in good working order;
- Operate equipment within its specification and capacity and don't overload machines;
- Apply regular maintenance, particularly with regards to lubrication;
- Operate equipment with appropriate noise abatement accessories, such as sound hoods;
- Sensitive social receptors shall be notified of any excessive noise-generating activities that could affect them;
- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SANS 10103:2004* or the latest at the time, so that it will not produce excessive or undesirable noise when released;
- All the 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* or the latest at the time, 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 by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993)).

1.12. Protection of heritage resources

1.12.1. 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 Transnet CM and Transnet EO of such a discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority is to be contacted and will appoint an Archaeologist to investigate the find. Work may only resume once clearance is given in writing by the Archaeologist.

1.12.2. Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, all work in the immediate vicinity of the graves/middens shall be stopped and the Transnet CM and Transnet EO informed of the discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the SAHRA, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

1.13. Fire prevention

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 where and when necessary. In cases where construction is taking place in a Critical Biodiversity Area as listed under NEM:BA; it must be ensured that the requirement of a firebreak is screened against the NEMA Listing Notice 3 to confirm legislative requirements.

All conditions incorporated in the requirements of the Occupational Health and Safety Act shall be implemented.

1.14. Water Protection and Management

No water shall be abstracted from any water course (stream, river, or dam) without the expressed permission of the Transnet CM and Transnet EO. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has been obtained from the Department of Water and Sanitation in accordance with the requirements of the National Water Act (Act 36 of 1998).

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.

Method Statement(s) must be prepared by the Contractor for the various water uses. The Contractor shall keep a record of the quantities of water used during on-site, construction (including use by sub-contractors), irrespective of the purpose of use.

1.15. Protection of Fauna and the collection of firewood

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

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

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

1.16. Environmental Awareness Training

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

Objectives of environmental awareness training are:

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

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

The Contractor shall present environmental awareness programmes on a weekly/bi-monthly basis (depending on project requirements) and keep record of all the environmental related training of the personnel.

1.17. Handling and Batching of Concrete and Cement

Concrete batching shall only be conducted in demarcated areas which have been approved by the Transnet CM and Transnet EO.

Such areas shall be fitted with a containment 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. Hand mixing of cement and concrete shall be done on mortarboards and/or within the bunded area with impermeable surface or concrete slab. Bulk and bagged cement and concrete additives will be stored in an appropriate facility at least 10m 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. It is acknowledged that all waste water will evaporate; it must be ensured that the remaining water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste.

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.

Ready-mix concrete trucks are not allowed to wash out anywhere other than in an area designated and approved by the Transnet CM and Transnet EO for this purpose.

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 procedures.

Empty cement and bags, if temporarily stored on site, must be collected and stored in weatherproof containers. Used cement bags may not be used for any other purpose and must be disposed of on a regular basis in accordance with the Contractor's solid waste management system.

Sand and aggregates containing cement will be kept damp to prevent the generation of dust.

Concrete and cement or any solid waste materials containing concrete and cement will be disposed of at a relevant registered disposal facility and SDCs kept on the file. Where disposal facilities for general waste are utilised, written consent from the relevant municipality must be obtained by the Contractor and filed in the Green file.

1.18. Stockpiling, Soil Management and Protection of Flora

The Contractor shall measure the extent of all areas cleared for construction purposes and keep this figure updated. Sensitive areas shall be cordoned off and avoided in this regard.

Stockpiling may only take place in designated areas indicated on the approved site layout plan. Any area to be used for stockpiling or material laydown shall be stripped of all topsoil.

Clearance of vegetation shall be restricted to that which is required to facilitate the execution of the works. Vegetation clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible when and where necessary. The detail of vegetation clearing shall be subject to the Transnet CM's approval and shall occur in consultation with the Transnet EO.

Stockpiles must be positioned in areas sheltered from the wind and rain to prevent erosion and dispersion of loose materials. Stockpiled soil shall be protected by adequate erosion-control measures. Soil stockpiles shall be located away from drainage lines, watercourses and areas of temporary inundation. Stockpiles containing topsoil shall not exceed 2m in height unless otherwise permitted by Transnet.

Topsoil shall be stockpiled separately from other materials and prevented from movement. Excavated subsoil, where not contaminated, must be used for backfilling, if possible, and topsoil for landscaping and rehabilitation of disturbed areas. Where topsoil has become mixed with subsoil or is not up to the original standard, fertiliser or new topsoil shall be provided by the Contractor.

No vegetation located outside the construction site shall be destroyed or damaged. As far as is reasonably practicable, existing roads must be used for access to the site. Before site clearance takes place, vegetation surveys must be conducted and protected species identified.

No protected plant species shall be removed without written consent from the relevant authorities. The development of new embankments or fill areas must be undertaken in consultation with the Transnet EO.

No dumping of solid waste or refuse shall be allowed within or adjacent to areas of natural vegetation.

The Contractor shall identify and eradicate all declared alien and invasive plant species occurring on site.

1.19. Traffic Management

Vehicles usage is permitted **only** on access roads. Vehicles should only be parked within designated parking areas as demarcated on the site layout plan.

Turning of vehicles should only take place within a clearly demarcated "turn area" located within the approved construction footprint.

The Contractor must co-ordinate the loading and offloading of material during the construction phase so as to ensure that vehicular movement is in one direction only at any one time and that side-tracks are not created on the site.

1.20. Transportation of Materials

The Contractor is responsible for ensuring that all suppliers and delivery drivers are aware of procedures and restrictions (e.g. no-go areas) in terms of the CEMP and this Specification. Material must be appropriately secured to ensure safe passage between destinations during transportation. Loads must have appropriate cover, where ADTs are not utilised, to prevent spillage from the vehicles. The Contractor will be held responsible for any clean-up resulting from the failure to properly secure transported materials.

1.21. Borrow Pits and Quarries

The Contractor shall ensure that suppliers of rock and sand raw materials are in possession of the required permit/license and keep record of the quantity of material supplied.

The Contractor will not make direct use of any borrow pits and quarries unless the borrow pit has a valid permit, he has obtained written approval from the Transnet CM and Method Statement has been submitted and approved. The Method Statement will provide the detailed description of the location of the borrow pits and/or quarries and the procedures that will be followed to adhere to any pertinent national or local legislation (e.g. mineral extraction, rehabilitation, safety and noise levels).

1.22. Social and Labour Issues

The criteria for and selection of labourers, sub-contractors and suppliers for the project shall demonstrate preference for the local community and shall be aligned with the criteria set by

Transnet in appointing the Contractor. The Contractor shall keep records of the identity of all staff.

Under no circumstances shall the Contractors engage in formal discussions with landowners without prior consent by the Transnet CM.

No activity on private property shall be allowed without written consent by the relevant landowner and Transnet CM or Transnet EO.

Any damage to private property caused by the Contractor during the construction period, shall be repaired to the satisfaction of the Transnet CM and the Transnet EO and the landowner.

The Contractor shall keep record of any complaint raised during the construction period relating to the Contractor's activities.

No job-seekers shall be allowed on site and signs reflecting such shall be displayed on the notice boards.

All public complaints received shall be dealt with as per 013 Occurrence and Non conformance management.

1.23. Energy Management

The Contractor shall measure and keep updated records of the following:

- Electricity consumption (to be measured in Kilowatt Hours)
- Fuel consumption (to be measured in liters)

1.24. Handling, Storage and Management of Hazardous Substances

All hazardous materials/substances shall be stored in a secured, designated area that is fenced, bunded and has restricted entry.

All storage shall take place using suitable containers to the approval of the Transnet CM and the Transnet EO.

All hazardous liquids shall be located in a secure, demarcated area and an adequate bund wall (110% of the total volume stored) shall be provided. The floor and wall of the bund area shall be impervious to prevent infiltration of any spilled/leaked liquids into the soil.

No spillages or accumulated stormwater within this bunded area will be allowed to be flushed from the bund into the surrounding area. All fluids accumulated within the bunded area shall be removed and disposed of in accordance with **Section 4.3**.

Hazard signs indicating the nature and volume of the stored materials shall be displayed on the storage facility or containment structure.

Weighbills of hazardous substances shall be sourced from suppliers and kept on site for inspection by the Transnet EO.

The Contractor must provide a method statement detailing the hazardous substances that are to be used during construction, as well as the storage, handling and disposal procedures for each substance. Emergency procedures in the event of misuse or spillage that might negatively affect the environment must be specified.

Information on each hazardous substance will be available to all persons on site in the form of Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS). Training and education about the proper use, handling, and disposal of the material will be provided to all workers handling the material.

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

1.25. Housekeeping

The Contractor must ensure proper housekeeping of the site for the duration of the project. If practical the contractor shall amongst construction personnel, assign one to be responsible for good housekeeping

Materials shall be stored in a neat and tidy manner in designated areas as per the approved site layout plan.

1.26. Rehabilitation

Contractors shall rehabilitate the entire site upon completion of work. A rehabilitation plan will be submitted to the Transnet CM and the Transnet EO for approval at least six weeks before project completion. The following, but not limited are critical issues to be included in the rehabilitation plan:

- Details of soil preparation procedures including proposed fertilisers or other chemicals being considered for use;
- A list of the plant species that will be used in the rehabilitation process. Note that these should all be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist/Horticulturist should be sought in developing this 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); and
- Procedures for the prevention of the establishment and spread of alien invasive species.

5 Documentation

Refer to 010 Document Data and Record control procedure.

6 Records

All documents generated in terms of this procedure will be classed as records and retained for the life of the project for handover by the contractor to Transnet (electronic and hard copies).



T2.2-22: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-23: 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.			
(Other)			