

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR QUOTATION (RFQ)**

### **SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT**

|                               |                                     |
|-------------------------------|-------------------------------------|
| <b>RFQ NUMBER</b>             | <b>: WRAC-BLQ-39316</b>             |
| <b>ISSUE DATE</b>             | <b>: 17 October 2022</b>            |
| <b>CLOSING DATE</b>           | <b>: 02 November 2022</b>           |
| <b>CLOSING TIME</b>           | <b>: 10h00am</b>                    |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 12 weeks from closing date</b> |

#### **Note to the Bidders:**

*Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted*

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |                                                                                                                                                                                                                                                    |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | <b>SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT</b>                                                                                                                                                                     |
| <b>TENDER DOWNLOADING</b> | This Tender may be downloaded directly from the Transnet website at: <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b> |
| <b>CLOSING DATE</b>       | <b>10:00am on 02 November 2022</b><br>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration                                                                    |

#### 2. TENDER SUBMISSION

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

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

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

- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number**

**of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-23], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number.....(**Tender Data**) Tenderer are required to self-register on National

**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](mailto: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](http://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                                       | <b>Transnet SOC Ltd</b><br><b>(Reg No. 1990/000900/30)</b>           |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: |                                                                      |
| <b>Part T: The Tender</b>                                          |                                                                      |
| Part T1: Tendering procedures                                      | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data      |
| Part T2 : Returnable documents                                     | T2.1 List of returnable documents<br>T2.2 Returnable schedules       |
| <b>Part C: The contract</b>                                        |                                                                      |
| Part C1: Agreements and contract data                              | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2) |
| Part C2: Pricing data                                              | C2.1 Pricing Instructions<br>C2.2 Price List                         |
| Part C3: Scope of work                                             | C3.1 Service Information                                             |

|       | Part C4: Affected Property | C4.1 Affected Property                                                        |
|-------|----------------------------|-------------------------------------------------------------------------------|
| C.1.4 | The Employer's agent is:   | Contract Assistant                                                            |
|       | Name:                      | Celeste Jacobs                                                                |
|       | Address:                   | Transnet Park Building, 1 <sup>st</sup> Floor, Robert Sobukwe Road, Bellville |
|       | Tel No.                    | 021 940 1887 / 083 501 6338                                                   |
|       | E – mail                   | Celeste.jacobs@transnet.net                                                   |

C.2.1 If the tenderer satisfies the following eligibility criteria he will be eligible to submit a tender.

**1. Stage One – Eligibility in terms of the Construction Industry Development Board: T2.2-02 CIDB Registration**

- a) The tenderer who is 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 **1 ME or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
  1. every member of the joint venture is registered with the CIDB;
  2. The 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.***

**2. Local Production and Content in terms of the Preferential Procurement Regulations, 2017: T2.2-03 Local Production and content**

**2.1 COMPULSORY LOCAL CONTENT THRESHOLD**

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **steel products and components for construction and valve**

**products and actuators Sector**", Transnet is required to set a stipulated minimum threshold be set for this RFQ.

### **2.1.1 Local Content Threshold**

A Local Content threshold of **100%** [one hundred percent], **70%** [seventy percent], will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent **from month 1 (one) of the contract period** until the remainder of the contract term.

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

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

## **2.2 Local Content Notes**

- 2.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;
- 2.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

- 2.2.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

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

Where

x is the imported content in Rand

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

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

- 2.2.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.
- 2.2.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 2.2.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 2.2.7 The tenderer must familiarise himself with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 2.2.8 The Respondent are to ensure that he completes the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.
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### **2.3 Mandatory RFQ Annexures**

The regulatory and mandatory RFQ Annexures, which must be completed by the Respondent in order to declare Local Content, are as follows:

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

Annexure C – Local Content Declaration: Summary Schedule

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

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

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

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

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

### **2.4 Challenges meeting the Local Content Threshold**

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

## 2.5 Exchange Rate Verification

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

## 2.6 Local Content Obligations

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: WRAC-BLQ-39316
- The Tender Description: SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT

Documents must be marked for the attention of:

***Employer's Agent: Celeste Jacobs***

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

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- C.2.15 The closing time for submission of tender offers is:  
Time: **10:00am** on the **02 November 2022**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

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**NO LATE TENDERS WILL BE ACCEPTED**

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

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- C.3.11. The Tenderer will be evaluated 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.

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- 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.

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

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## C.1 General

### C.1.1 Actions

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

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

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

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

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

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

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

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

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

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

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

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

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

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

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

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

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

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

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

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

### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

### **C.2.15 Closing time**

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

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

## **C.2.16 Tender offer validity**

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

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

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

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

## **C.2.17 Clarification of tender offer after submission**

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

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

## **C.2.18 Provide other material**

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

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

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

## **C.2.19 Inspections, tests and analysis**

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

## **C.2.20 Submit securities, bonds and policies**

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

## **C.2.21 Check final draft**

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

## **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

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

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

### **C.3.11.1 General**

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

### **C.3.12 Insurance provided by the employer**

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

### **C.3.13 Acceptance of tender offer**

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

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

### **C.3.14 Prepare contract documents**

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

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

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

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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

## **T2.1 List of Returnable Documents**

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

### **2.1.2 These schedules are required for pre-qualification and eligibility purposes:**

#### **Stage One – Eligibility in terms of the Construction Industry Development Board:**

- T2.2-02 CIDB Registration

#### **Stage Two- Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

- T2.2-03 Local Production and content

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-04 Plan
- T2.2-05 Health and Safety Management
- T2.2-06 Environmental Management
- T2.2-07 Previous Experience
- T2.2-08 Authority to submit tender
- T2.2-09 Quality Management Plan
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not pre-qualification)
- T2.2-14 Management & CV's of Key Personnel
- T2.2-15 Health and Safety Questionnaire
- T2.2-16 Site Establishment requirements
- T2.2-17 Availability of equipment and other resources
- T2.2-18 Method Statement
- T2.2-19 Insurance provided by the Contractor

Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6 on ANNEX G  
Compulsory Enterprise Questionnaire

**Agreement and Commitment by Tenderer:**

- T2.2-20: ANNEX G Compulsory Enterprise Questionnaire
- T2.2-21 Non-Disclosure Agreement
- T2.2-22 RFQ Declaration Form
- T2.2-23 RFQ – Breach of Law
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 Service Provider Integrity Pact
- T2.2-26 Supplier Code of Conduct

**2.1.4 Transnet Vendor Registration Form:**

- T2.2-27 Supplier Declaration Form

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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions**

**2.5 C2.2 Price List**

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

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

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

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

|     |  |
|-----|--|
| YES |  |
|-----|--|

|    |  |
|----|--|
| NO |  |
|----|--|

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: \_\_\_\_\_

**Tenderer / Contractor** \_\_\_\_\_

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
|            |        |         |             |

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

### 2. Joint Venture (JV)

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

1. Every member of the joint venture is registered with the CIDB;
2. The tenderer shall provide a certified copy of its signed joint venture agreement

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

Signed

Date

Name

Position

Tenderer

## SBD 6.2

### T2.2-03: Pre-qualification Criteria Schedule: Declaration of Certificate for Local Production and Content for Designated Sectors

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

#### 2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only

locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

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

| <u>Description of services, works or goods</u>   | <u>Stipulated minimum threshold</u> |
|--------------------------------------------------|-------------------------------------|
| • Steel products and components for construction | 100 %                               |
| • Valve products and actuators                   | 70%                                 |

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

( *Tick applicable box* )

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

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

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

**IN RESPECT OF BID NO. WRAC-BLQ-39316**

**ISSUED BY:** TRANSNET FREIGHT RAIL ON BEHALF OF TRANSNET SOC LTD

NB

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

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

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

|                                                                                                |              |
|------------------------------------------------------------------------------------------------|--------------|
| Price of the Designated commodity <b>Steel products and components for construction</b> Ex Vat | R            |
| Imported content (x), as calculated in terms of SATS 1286:2011                                 | R            |
| Stipulated minimum threshold for local content (paragraph 3 above)                             | <b>100 %</b> |
| Local content %, as calculated in terms of SATS 1286:2011                                      | _____ %      |

|                                                                               |             |
|-------------------------------------------------------------------------------|-------------|
| Price of the Designated commodity <b>Valves products and actuators</b> Ex Vat | R           |
| Imported content (x), as calculated in terms of SATS 1286:2011                | R           |
| Stipulated minimum threshold for local content (paragraph 3 above)            | <b>70 %</b> |
| Local content %, as calculated in terms of SATS 1286:2011                     | _____ %     |

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

## Schedule A – Non-compliance for Local Content

### Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

### Non-compliance Penalty Certificate:

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

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

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

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

**Payment of Non-compliance Penalties:**

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

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

## Annex C

## Local Content Declaration - Summary Schedule

|      |                                  |                                                                         |                         |                          |
|------|----------------------------------|-------------------------------------------------------------------------|-------------------------|--------------------------|
| (C1) | <b>Tender No.</b>                | WRAC-BLQ-39316                                                          |                         |                          |
| (C2) | <b>Tender description:</b>       | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |                         |                          |
| (C3) | <b>Designated product(s)</b>     | Steel products and components for construction                          |                         |                          |
| (C4) | <b>Tender Authority:</b>         | TRANSNET FREIGHT RAIL                                                   |                         |                          |
| (C5) | <b>Tendering Entity name:</b>    |                                                                         |                         |                          |
| (C6) | <b>Tender Exchange Rate:</b>     | Pula <input type="text"/>                                               | EU <input type="text"/> | GBP <input type="text"/> |
| (C7) | <b>Specified local content %</b> | 100%                                                                    |                         |                          |

**Note:** VAT to be excluded from all calculations

| Calculation of local content |                          |                                |                         |                                               |                |             |                            |
|------------------------------|--------------------------|--------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|
| Tender item no's             | List of items            | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)                         | (C9)                     | (C10)                          | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |
| 2,1<br>A1                    | In-line (Sieve) strainer |                                |                         |                                               |                |             |                            |
|                              |                          |                                |                         |                                               |                |             |                            |
|                              |                          |                                |                         |                                               |                |             |                            |

| Tender summary |                       |                                 |                        |
|----------------|-----------------------|---------------------------------|------------------------|
| Commodity Qty  | Total Commodity value | Total exempted imported content | Total Imported content |
| (C16)          | (C17)                 | (C18)                           | (C19)                  |
|                |                       |                                 |                        |
|                |                       |                                 |                        |
|                |                       |                                 |                        |

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

### Imported Content Declaration - Supporting Schedule to Annex C

|      |                               |                                                                         |  |    |  |     |  |
|------|-------------------------------|-------------------------------------------------------------------------|--|----|--|-----|--|
| (D1) | <b>Tender No.</b>             | WRAC-BLQ-39316                                                          |  |    |  |     |  |
| (D2) | <b>Tender description:</b>    | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |  |    |  |     |  |
| (D3) | <b>Designated Products:</b>   | Steel products and components for construction                          |  |    |  |     |  |
| (D4) | <b>Tender Authority:</b>      | Transnet Freight Rail                                                   |  |    |  |     |  |
| (D5) | <b>Tendering Entity name:</b> |                                                                         |  |    |  |     |  |
| (D6) | <b>Tender Exchange Rate:</b>  | Pula                                                                    |  | EU |  | GBP |  |

**Note:** VAT to be excluded from all calculations

### Calculation of imported content

[illegible]

**(D19) Total exempt imported value**

**This total must correspond with  
Annex C - C 21**

### Calculation of imported content

[illegible]

|

(D32) Total imported value by tenderer

|

C. Imported by a 3rd party and supplied to the Tenderer

| C. Imported by a 3rd party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                 |                         |                        |                                |                                             |                            | Summary           |                      |
|---------------------------------------------------------|-----------------|----------------|-------------------|-------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-------------------|----------------------|
| Description of imported content                         | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33)                                                   | (D34)           | (D35)          | (D36)             | (D37)                                           | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
| (D45) Total imported value by 3rd party                 |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |

D. Other foreign currency payments

| D. Other foreign currency payments                                             |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |
|--------------------------------------------------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|-------------------------|
| Type of payment                                                                | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange |                         |
| (D46)                                                                          | (D47)                             | (D48)                | (D49)                                    | (D50)                   | Local value of payments |
|                                                                                |                                   |                      |                                          |                         | (D51)                   |
|                                                                                |                                   |                      |                                          |                         |                         |
|                                                                                |                                   |                      |                                          |                         |                         |
|                                                                                |                                   |                      |                                          |                         |                         |
|                                                                                |                                   |                      |                                          |                         |                         |
|                                                                                |                                   |                      |                                          |                         |                         |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party |                                   |                      |                                          |                         |                         |

Signature of tenderer from Annex B

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

## Local Content Declaration - Supporting Schedule to Annex C

|      |                               |                                                                               |                                                       |
|------|-------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|
| (E1) | <b>Tender No.</b>             | WRAC-BLQ-39316                                                                | <u>Note:</u> VAT to be excluded from all calculations |
| (E2) | <b>Tender description:</b>    | SUPPLY AND INSTALL STRAINER<br>PRESSURE RELIEF VALVE – SISHEN<br>DIESEL DEPOT |                                                       |
| (E3) | <b>Designated products:</b>   | Steel products and components<br>for construction                             |                                                       |
| (E4) | <b>Tender Authority:</b>      |                                                                               |                                                       |
| (E5) | <b>Tendering Entity name:</b> |                                                                               |                                                       |

| Local Products<br>(Goods, Services and Works) | Description Raw Material items purchased            | Local Supplier Name | Manufacturer Contact Details | Value |
|-----------------------------------------------|-----------------------------------------------------|---------------------|------------------------------|-------|
|                                               | (E6)                                                | (E7)                |                              | (E8)  |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               | (E9) TotalRaw Materials (Goods, Services and Works) |                     |                              |       |

|       |                                             |                                                                        |                                                      |
|-------|---------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------|
| (E10) | <b>Manpower costs</b>                       | (Tenderer's manpower cost)                                             |                                                      |
| (E11) | <b>Factory overheads</b>                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) |                                                      |
| (E12) | <b>Administration overheads and mark-up</b> | (Marketing, insurance, financing, interest etc.)                       |                                                      |
|       |                                             | <b>(E13) Total local content</b>                                       |                                                      |
|       |                                             |                                                                        | <b>This total must correspond with Annex C - C24</b> |

Date: \_\_\_\_\_

## Annex C

## Local Content Declaration - Summary Schedule

|      |                                  |                                                                         |                         |                          |
|------|----------------------------------|-------------------------------------------------------------------------|-------------------------|--------------------------|
| (C1) | <b>Tender No.</b>                | WRAC-BLQ-39316                                                          |                         |                          |
| (C2) | <b>Tender description:</b>       | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |                         |                          |
| (C3) | <b>Designated product(s)</b>     | Valves products and actuators                                           |                         |                          |
| (C4) | <b>Tender Authority:</b>         | TRANSNET FREIGHT RAIL                                                   |                         |                          |
| (C5) | <b>Tendering Entity name:</b>    |                                                                         |                         |                          |
| (C6) | <b>Tender Exchange Rate:</b>     | Pula <input type="text"/>                                               | EU <input type="text"/> | GBP <input type="text"/> |
| (C7) | <b>Specified local content %</b> | 70%                                                                     |                         |                          |

**Note:** VAT to be excluded from all calculations

| Calculation of local content |                             |                                |                         |                                               |                |             |                            |
|------------------------------|-----------------------------|--------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|
| Tender item no's             | List of items               | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)                         | (C9)                        | (C10)                          | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |
| 3.1 B1                       | Pressure Relief Valve (PRV) |                                |                         |                                               |                |             |                            |
|                              |                             |                                |                         |                                               |                |             |                            |
|                              |                             |                                |                         |                                               |                |             |                            |

| Tender summary |                       |                                 |                        |
|----------------|-----------------------|---------------------------------|------------------------|
| Commodity Qty  | Total Commodity value | Total exempted imported content | Total Imported content |
| (C16)          | (C17)                 | (C18)                           | (C19)                  |
|                |                       |                                 |                        |
|                |                       |                                 |                        |
|                |                       |                                 |                        |

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

## Imported Content Declaration - Supporting Schedule to Annex C

|      |                               |                                                                         |  |    |  |     |  |
|------|-------------------------------|-------------------------------------------------------------------------|--|----|--|-----|--|
| (D1) | <b>Tender No.</b>             | WRAC-BLQ-39316                                                          |  |    |  |     |  |
| (D2) | <b>Tender description:</b>    | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |  |    |  |     |  |
| (D3) | <b>Designated Products:</b>   | Valves products and actuators                                           |  |    |  |     |  |
| (D4) | <b>Tender Authority:</b>      | Transnet Freight Rail                                                   |  |    |  |     |  |
| (D5) | <b>Tendering Entity name:</b> |                                                                         |  |    |  |     |  |
| (D6) | <b>Tender Exchange Rate:</b>  | Pula                                                                    |  | EU |  | GBP |  |

**Note:** VAT to be excluded from all calculations

### Calculation of imported content

[illegible]

**This total must correspond with  
Annex C - C 21**

### Calculation of imported content

[illegible]

|

(D32) Total imported value by tenderer

|

C. Imported by a 3rd party and supplied to the Tenderer

| C. Imported by a 3rd party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                 |                         |                        |                                |                                             |                            | Summary           |                      |
|---------------------------------------------------------|-----------------|----------------|-------------------|-------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-------------------|----------------------|
| Description of imported content                         | Unit of measure | Local supplier | Overseas Supplier | Forign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33)                                                   | (D34)           | (D35)          | (D36)             | (D37)                                           | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
|                                                         |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |
| (D45) Total imported value by 3rd party                 |                 |                |                   |                                                 |                         |                        |                                |                                             |                            |                   |                      |

D. Other foreign currency payments

| D. Other foreign currency payments                                             |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |  |
|--------------------------------------------------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|-------------------------|--|
| Type of payment                                                                | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange | Local value of payments |  |
| (D46)                                                                          | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |  |
|                                                                                |                                   |                      |                                          |                         |                         |  |
|                                                                                |                                   |                      |                                          |                         |                         |  |
|                                                                                |                                   |                      |                                          |                         |                         |  |
|                                                                                |                                   |                      |                                          |                         |                         |  |
|                                                                                |                                   |                      |                                          |                         |                         |  |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party |                                   |                      |                                          |                         |                         |  |

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with  
Annex C - C 23

## Local Content Declaration - Supporting Schedule to Annex C

|      |                               |                                                                               |                                                       |
|------|-------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|
| (E1) | <b>Tender No.</b>             | WRAC-BLQ-39316                                                                | <u>Note:</u> VAT to be excluded from all calculations |
| (E2) | <b>Tender description:</b>    | SUPPLY AND INSTALL STRAINER<br>PRESSURE RELIEF VALVE – SISHEN<br>DIESEL DEPOT |                                                       |
| (E3) | <b>Designated products:</b>   | Valves products and actuators                                                 |                                                       |
| (E4) | <b>Tender Authority:</b>      |                                                                               |                                                       |
| (E5) | <b>Tendering Entity name:</b> |                                                                               |                                                       |

| Local Products<br>(Goods, Services and Works) | Description Raw Material items purchased            | Local Supplier Name | Manufacturer Contact Details | Value |
|-----------------------------------------------|-----------------------------------------------------|---------------------|------------------------------|-------|
|                                               | (E6)                                                | (E7)                |                              | (E8)  |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
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|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               |                                                     |                     |                              |       |
|                                               | (E9) TotalRaw Materials (Goods, Services and Works) |                     |                              |       |

|       |                                             |                                                                        |                                                      |
|-------|---------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------|
| (E10) | <b>Manpower costs</b>                       | (Tenderer's manpower cost)                                             |                                                      |
| (E11) | <b>Factory overheads</b>                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) |                                                      |
| (E12) | <b>Administration overheads and mark-up</b> | (Marketing, insurance, financing, interest etc.)                       |                                                      |
|       |                                             | <b>(E13) Total local content</b>                                       |                                                      |
|       |                                             |                                                                        | <b>This total must correspond with Annex C - C24</b> |

Date: \_\_\_\_\_

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## **5. ANNEXURE E**

### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## T2.2-04: Plan

### Note to tenderers:

#### Programme

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

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

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

The duration of the contract work is 1 week.

| Price List No | Activity description | Start date | Finish date | Preceding activities | Time risk allowances (TRA) |
|---------------|----------------------|------------|-------------|----------------------|----------------------------|
|---------------|----------------------|------------|-------------|----------------------|----------------------------|

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-05: Health and Safety Management

Submit the following documents as a minimum with your tender:

1. A safety plan to be submitted in accordance with the OHSA1993 and Transnet Freight Rail's health and Safety Specification TFR-ISM-RN-R&C-FM009.
2. Risk assessment.
3. Construction Safety File (Index)
4. Construction Safety Work Method Statement
5. Health and Safety Appointments with certificates

### Attached submissions to this schedule:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety Plan submitted by the Tenderer:

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.2-06: Environmental Management

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

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

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

### Attached submissions to this schedule:

|       |
|-------|
| ..... |
| ..... |

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

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | _____ | Date     | _____ |
| Name     | _____ | Position | _____ |
| Tenderer | _____ |          |       |

## T2.2-07: Previous Experience

### Note to tenderers:

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

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

#### Index of documentation attached to this schedule:

|       |
|-------|
| ..... |
| ..... |
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| ..... |
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| ..... |
| ..... |

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.2-08: Authority to submit a Tender

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

| A - COMPANY | 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.

| <b>Name</b> | <b>Address</b> | <b>Signature</b> | <b>Date</b> |
|-------------|----------------|------------------|-------------|
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |

**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

## T2.2-09: Quality Management

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

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

### Attached submissions to this schedule:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-10: Record of Addenda to Tender Documents

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## **T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

Name of Company/Members of Joint Venture:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | ..... | Date     | ..... |
| Name     | ..... | Position | ..... |
| Tenderer | ..... |          |       |

## T2.2-12: Risk Elements

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

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

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

|  |
|--|
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|  |
|  |
|  |
|  |
|  |
|  |

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-13 Proposed Sub-Contractors :

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

|    | Name of proposed Sub-contractor | Proposed Sub-contractor<br>National Treasury<br>Central Supplier<br>Database<br>Registration<br>Number<br>Address and<br>Region | Nature and<br>extent of<br>work | B-BBEEE<br>Certificates or<br>Sworn Affidavit<br>attached behind<br>this schedule?<br>Yes/No | Percentage (%) of<br>the sub-contracted<br>works in terms of the<br>tendered total of the<br>prices. |
|----|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 2. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 3. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 4. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 5. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 6. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |
| 7. |                                 |                                                                                                                                 |                                 |                                                                                              |                                                                                                      |

TRANSNET FREIGHT RAIL  
TENDER NUMBER: WRAC-BLQ-39316  
DESCRIPTION OF THE SERVICE: SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN  
DIESEL DEPOT



|     |  |  |  |  |  |
|-----|--|--|--|--|--|
| 8.  |  |  |  |  |  |
| 9.  |  |  |  |  |  |
| 10. |  |  |  |  |  |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-14: Management & CV's of Key Personnel

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

1. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. **CV's and proof of qualifications** attached for the Project Team including Safety Officer and Quality Assurance Representative. The Individual CV's from the Project Team to indicate level of general experience and qualifications of key staff within the organization.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the NEC3 Engineering and Construction Short Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

### Index of documentation attached to this schedule:

.....  
.....

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | _____ | Date     | _____ |
| Name     | _____ | Position | _____ |
| Tenderer | _____ |          |       |

## T2.2-15: Health and Safety Questionnaire

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------|--|--|-------------------------|--|--|--|
| <b>1. SAFE WORK PERFORMANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 1A. Injury Experience / Historical Performance - Alberta                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Use the previous three years injury and illness records to complete the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Number of medical treatment cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Number of restricted work day cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Number of lost time injury cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Number of fatal injuries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Total recordable frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Lost time injury frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Number of worker manhours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table> |                                                                                                                                         |                                                             |  | 1 - Medical Treatment Case | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician | 2 - Restricted Work Day Case | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties | 3 - Lost Time injury Cases | Any occupational injury that prevents the worker from performing any work for at least one day | 4 - Total Recordable Frequency | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours | 5- Lost Time Injury Frequency | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours |  |  |                         |  |  |  |
| 1 - Medical Treatment Case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 2 - Restricted Work Day Case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties                      |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 3 - Lost Time injury Cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Any occupational injury that prevents the worker from performing any work for at least one day                                          |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 4 - Total Recordable Frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours      |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 5- Lost Time Injury Frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours                                              |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 1B. Workers' Compensation Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Use the previous three years injury and illness records to complete the following (if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Industry Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                         | Industry Classification:                                    |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Year</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Industry Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractor Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>% Discount or Surcharge</td> <td></td> <td></td> <td></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                         |                                                             |  | Year                       |                                                                                                                                         |                              |                                                                                                                    | Industry Rate              |                                                                                                |                                |                                                                                                                                    | Contractor Rate               |                                                                                            |  |  | % Discount or Surcharge |  |  |  |
| Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Industry Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Contractor Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| % Discount or Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| Is your Workers' Compensation account in good standing?<br>(Please provide letter of confirmation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                         | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| <b>2. CITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 2A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?           |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details:                                                    |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
| 2B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?                     |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details:                                                    |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                         |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |  |  |                         |  |  |  |

### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

### 4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

### 5. TRAINING PROGRAM

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

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

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

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

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

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

## 6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly  
☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly  
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly  
☐ ☐ ☐ ☐ ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

## 8 PERSONNEL

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

| Name | Position/Title | Designation |
|------|----------------|-------------|
|      |                |             |

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

| Name | Address | Telephone Number |
|------|---------|------------------|
|      |         |                  |

Other responsibilities:

## 9 REFERENCES

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

| Name and Company | Address | Phone Number |
|------------------|---------|--------------|
|                  |         |              |
|                  |         |              |
|                  |         |              |

## T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

|          |          |
|----------|----------|
| Signed   | Date     |
| _____    | _____    |
| Name     | Position |
| _____    | _____    |
| Tenderer |          |

[illegible]

## T2.2-18: 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.

In addition to general methodology for the project please provide specific information for the following points:

- A detailed method statement describing exactly how each aspect of the work will be executed and this will also include by what means the material will be delivered to site and stored to cause the least damage to material. Be aware the buildings will be occupied during execution of the works.

#### Attached submissions to this schedule:

.....

.....

.....

Signed

Date

Name

Position

Tenderer

## T2.2-19: 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<br>(See clause 83.1 of the TSC)                                                                                                                                                           | Name of Insurance<br>Company | Cover | Premium |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                         |                              |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                    |                              |       |         |

Signed

Date

Name

Position

Tenderer

## T2.2-20: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

|                 |       |          |       |
|-----------------|-------|----------|-------|
| Signed          | _____ | Date     | _____ |
| Name            | _____ | Position | _____ |
| Enterprise name | _____ |          |       |

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

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

## 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

Pt = Comparative price of bid under consideration

Pmin = 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>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)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>1</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard                                                                                                                                      |

<sup>1</sup> 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.

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | 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 Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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 interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

| 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

<sup>2</sup> 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.

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 consortium<sup>3</sup> 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.

<sup>3</sup> 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 |

## T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**And**

.....

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

.....

.....

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

## 2 CONFIDENTIAL INFORMATION

- 2.3 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.4 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.5 Notwithstanding clause 2.3 above, the Receiving Party may disclose Confidential Information:
  - 2.5.2 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.4 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - 2.5.3 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.6 below.
- 2.6 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.5.3 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

### **3 RECORDS AND RETURN OF INFORMATION**

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

### **4 ANNOUNCEMENTS**

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

### **5 DURATION**

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

### **6 PRINCIPAL**

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

## **7 ADEQUACY OF DAMAGES**

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

## **8 PRIVACY AND DATA PROTECTION**

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

## **9 GENERAL**

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

Signed

Date

Name

Position

Tenderer

## T2.2-22: RFQ 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:

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Indicate nature of relationship with Transnet:

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*[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 T2.2-20 "Service Provider Integrity Pact".

|                                                          |
|----------------------------------------------------------|
| For and on behalf of<br>.....<br>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](http://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](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-23: REQUEST FOR QUOTATION – 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

## **T2.2-24: 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

## **T2.2-25 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors

confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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

- 3.2 The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after

such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead,

attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.
- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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

6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from

its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee /

member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

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

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

## **10 MONITORING**

- 10.1 Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

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

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

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## **12 DISPUTE RESOLUTION**

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

involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

### 13 GENERAL

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

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

## **T2.2-26 : 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      (insert name of Company)*  
*Resolution from Board of Directors)*

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

## T2.2-27 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

|                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Your Current Company's VAT Registration Status                                                                                                                                     |  |
| VAT Registration Number                                                                                                                                                            |  |
| If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status                                                              |  |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. |  |

|                         |                     |  |
|-------------------------|---------------------|--|
| Company Banking Details | Bank Name           |  |
| Universal Branch Code   | Bank Account Number |  |

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

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

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

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

|                                                            |     |   |    |   |   |   |   |   |   |
|------------------------------------------------------------|-----|---|----|---|---|---|---|---|---|
| Does your company have a valid proof of B-BBEE status?     | Yes |   | No |   |   |   |   |   |   |
| Please indicate your Broad Based BEE status (Level 1 to 9) | 1   | 2 | 3  | 4 | 5 | 6 | 7 | 8 | 9 |

|                            |  |
|----------------------------|--|
| Majority Race of Ownership |  |
|----------------------------|--|



|                    |  |                                      |  |                                      |  |                         |  |
|--------------------|--|--------------------------------------|--|--------------------------------------|--|-------------------------|--|
| % Black Ownership  |  | % Black Women Ownership              |  | % Black Disabled person(s) Ownership |  | % Black Youth Ownership |  |
| % Black Unemployed |  | % Black People Living in Rural Areas |  | % Black Military Veterans            |  |                         |  |

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

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

#### Supplier Development Information Required

##### EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.

In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.

YES ☐ NO ☐

##### FIRST TIME SUPPLIER

A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.

YES ☐ NO ☐

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>SUPPLIER DEVELOPMENT PLAN</b><br><br>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.). | YES <input type="radio"/> NO <input type="radio"/>                                         |
| <b>DEVELOPMENT PLAN DOCUMENT</b><br><br>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.                                                                                                                                                                                                                     | YES <input type="radio"/> NO <input type="radio"/><br>*If Yes- Attach supporting documents |
| <b>ENTERPRISE DEVELOPMENT BENEFICIARY</b><br><br>A supplier that is not as yet in our value chain that we are assisting in their developmental area.                                                                                                                                                                                                                                                                                              | YES <input type="radio"/> NO <input type="radio"/>                                         |
| <b>SUPPLIER DEVELOPMENT BENEFICIARY</b><br><br>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)                                                                                                                                                                                   | YES <input type="radio"/> NO <input type="radio"/>                                         |
| <b>GRADUATION FROM ED TO SD BENEFICIARY</b><br><br>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.                                                                                                                                                                                                                                                                         | YES <input type="radio"/> NO <input type="radio"/>                                         |
| <b>ENTERPRISE DEVELOPMENT RECIPIENT</b><br><br>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention                                                                                                                                                                                                                                                                                                  | YES <input type="radio"/> NO <input type="radio"/>                                         |

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

|                  |  |             |  |
|------------------|--|-------------|--|
| Name and Surname |  | Designation |  |
| Signature        |  | Date        |  |

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

---

### Affidavit or Solemn Declaration

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

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths

## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature**

.....

**Date**

.....

\_\_\_\_\_  
**Commissioner of Oaths**

Signature & stamp

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

## C1.1: Form of Offer & Acceptance

### Offer

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

### SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT

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

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

|                                                     |          |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (in words)                                          |          |

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work: Service Information                                               |
| Part C4 | Affected Property                                                                |

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd  
 Transnet Park Building  
 Robert Sobukwe Rd, Bellville

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

## Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |

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

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

|                             | For the tenderer:                                | For the Employer                                                           |
|-----------------------------|--------------------------------------------------|----------------------------------------------------------------------------|
| Signature                   | _____                                            | _____                                                                      |
| Name                        | _____                                            | _____                                                                      |
| Capacity                    | _____                                            | _____                                                                      |
| On behalf of                | <i>(Insert name and address of organisation)</i> | Transnet SOC Ltd<br>Transnet Park Building<br>Robert Sobukwe Rd, Bellville |
| Name & signature of witness | _____                                            | _____                                                                      |
| Date                        | _____                                            | _____                                                                      |

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

| Clause   | Statement                                                                                                                                             | Data                                                                                                                                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>General</b>                                                                                                                                        |                                                                                                                                                                                  |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for main Option:<br><br>dispute resolution Option<br><br>and secondary Options | <b>A: Priced contract with price list</b><br><br><b>W1: Dispute resolution procedure</b><br><br><b>X2: Changes in the law</b><br><br><b>Z: Additional conditions of contract</b> |
|          | of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)                                                                  |                                                                                                                                                                                  |
| 10.1     | The <i>Employer</i> is:<br><br>Address                                                                                                                | <b>Transnet SOC Ltd</b><br><br>Registered address:<br><b>Transnet Corporate Centre</b><br><b>138 Eloff Street</b><br><b>Braamfontein</b><br><b>Johannesburg</b><br><b>2000</b>   |
|          | Having elected its Contractual Address for the purposes of this contract as:                                                                          | <b>Transnet Freight Rail</b><br><b>Transnet Park Building</b><br><b>Robert Sobukwe Road</b><br><b>Bellville</b>                                                                  |
|          | Tel No.                                                                                                                                               | <b>021 940 1887 /083 501 6338</b>                                                                                                                                                |
| 10.1     | The <i>Service Manager</i> is (name):<br><br>Address                                                                                                  | <b>Linda Kheswa</b><br><br><b>Transnet Freight Rail, off Robert Sobukwe Road, behind Transnet Park, Bellville South</b>                                                          |
|          | Tel                                                                                                                                                   | <b>021 940 3422</b>                                                                                                                                                              |
|          | e-mail                                                                                                                                                | <b>Linda.kheswa@transnet.net</b>                                                                                                                                                 |
| 11.2(2)  | The Affected Property is                                                                                                                              | <b>Sishen Diesel Depot</b>                                                                                                                                                       |
| 11.2(13) | The <i>service</i> is                                                                                                                                 | <b>SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT</b>                                                                                                   |

|          |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                          |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(14) | The following matters will be included in the Risk Register                                                                                                                                                                                                                                                               | <b>Areas will be occupied</b>                                                                                                                            |
| 11.2(15) | The Service Information is in                                                                                                                                                                                                                                                                                             | <b>The Scope of Services</b>                                                                                                                             |
| 12.2     | The <i>law of the contract</i> is the law of                                                                                                                                                                                                                                                                              | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                           |
| 13.1     | The <i>language of this contract</i> is                                                                                                                                                                                                                                                                                   | <b>English</b>                                                                                                                                           |
| 13.3     | The <i>period for reply</i> is                                                                                                                                                                                                                                                                                            | <b>2 weeks</b>                                                                                                                                           |
| <b>2</b> | <b>The Contractor's main responsibilities</b>                                                                                                                                                                                                                                                                             | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>3</b> | <b>Time</b>                                                                                                                                                                                                                                                                                                               |                                                                                                                                                          |
| 30.1     | The <i>starting date</i> is.                                                                                                                                                                                                                                                                                              | <b>21 November 2022</b>                                                                                                                                  |
| 30.1     | The <i>service period</i> is                                                                                                                                                                                                                                                                                              | <b>21 November 2022- 28 November 2022</b>                                                                                                                |
| <b>4</b> | <b>Testing and defects</b>                                                                                                                                                                                                                                                                                                | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>5</b> | <b>Payment</b>                                                                                                                                                                                                                                                                                                            |                                                                                                                                                          |
| 50.1     | The <i>assessment interval</i> is                                                                                                                                                                                                                                                                                         | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                      |
| 51.1     | The <i>currency of this contract</i> is the                                                                                                                                                                                                                                                                               | <b>South African Rand.</b>                                                                                                                               |
| 51.2     | The period within which payments are made is                                                                                                                                                                                                                                                                              | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b> |
| 51.4     | The <i>interest rate</i> is                                                                                                                                                                                                                                                                                               | <b>The prime lending rate of the Standard Bank South Africa.</b>                                                                                         |
| <b>6</b> | <b>Compensation events</b>                                                                                                                                                                                                                                                                                                | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>7</b> | <b>Use of Equipment Plant and Materials</b>                                                                                                                                                                                                                                                                               | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>8</b> | <b>Risks and insurance</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                          |
| 80.1     | These are additional Employers risks                                                                                                                                                                                                                                                                                      | None                                                                                                                                                     |
| 83.1     | The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i> ) caused by activity in connection with this contract for any one event is: | <b>Whatever Contractor deems necessary as the Employer is not carrying this indemnity.</b>                                                               |

|           |                                                                                                                                                                                                                                        |                                                                                                                                                                                                                     |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 83.1      | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is: | <b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>               |
| 83.1      | Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000                            |                                                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:                                                                               | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:                                                                                        | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:                                                        | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                     | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                    |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                     |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                                                                                                                 |                                                                                                                                                                                                                     |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than                                                                                                     | <b>4 Weeks</b>                                                                                                                                                                                                      |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                              |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                       | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:<br><br>If no <i>Adjudicator nominating body</i> is entered, it is                                                                                                                           | <b>The Association of Arbitrators (Southern Africa)</b>                                                                                                                                                             |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                                                                                                                                | <b>Arbitration</b>                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                                                                                                                    | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                |

The place where arbitration is to be held is **Cape Town**

The person or organisation who will choose an arbitrator

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

**The Chairman of the Association of Arbitrators (Southern Africa)**

|           |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>12</b> | <b>Data for secondary Option clauses</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>X2</b> | <b>Changes in the law</b>                                        | <b>No additional data is required for this Option</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z</b>  | <b><i>Additional conditions of contract</i></b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z1</b> | <b><i>Obligations in respect of Termination</i></b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Z1.1      |                                                                  | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |
| Z1.2      | Termination Table                                                | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>                                                                                                                                                                                                                                                                                                                   |
| Z1.3      |                                                                  | Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z2</b> | <b>Right Reserved by Transnet to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z2.1      | <p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol> |
| <b>Z3</b> | <b>Additional clause relating to Collusion in the Construction Industry</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Z3.1      | The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Z4</b> | <b>Protection of Personal Information Act</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Z4.1      | The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Z5</b> | <b>Local Production and Content Obligations (If applicable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Z5.1      | In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. Steel products, 2. Valve products and actuators                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z5.2 | <p>The <i>Contractor</i> is required to note that the <i>Employer</i>, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.</p> |
| Z5.3 | <p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>            |
| Z5.4 | <p>The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.</p>                                                                                                                                                                                                  |
| Z5.5 | <p>Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.</p>                                                                                                                                                                                                                                                                                                                                                   |

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

| Clause                                                                   | Statement                                                                                                                                                                | Data             |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 10.1                                                                     | The <i>Contractor</i> is (Name):<br>Address<br>Tel No.<br>Fax No.                                                                                                        |                  |
| 11.2(8)                                                                  | The <i>direct fee percentage</i> is<br>The <i>subcontracted fee percentage</i> is                                                                                        | .....%<br>.....% |
| 11.2(14)                                                                 | The following matters will be included in the Risk Register                                                                                                              | <b>T2.2-12</b>   |
| 24.1                                                                     | The key persons are:<br>1 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience:<br>2 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience: |                  |
| <b>CV's (and further key person's data including CVs) are in T2.2-14</b> |                                                                                                                                                                          |                  |
| <b>A</b>                                                                 | <b>Priced contract with price list</b>                                                                                                                                   |                  |
| 11.2(12)                                                                 | The <i>price list</i> is in                                                                                                                                              | <b>C2</b>        |
| 11.2(19)                                                                 | The tendered total of the Prices is                                                                                                                                      | R _____          |

## PART C2: PRICING DATA

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

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

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

Identified 11  
and defined  
terms

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

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

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

### 1.3 Measurement and Payment

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

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

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

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

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

## C2.2 Price List

| Item no.   | Description                                                                                                                                                                                                                                                                                                                                              | Unit | Qty | Rate     | Price |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------|-------|
| <b>1</b>   | <b>Preliminary and General</b>                                                                                                                                                                                                                                                                                                                           |      |     |          |       |
| <b>1.1</b> | Site Supervision Staff                                                                                                                                                                                                                                                                                                                                   | Sum  | 1   |          |       |
| <b>1.2</b> | Safety File and Site Specific PPE                                                                                                                                                                                                                                                                                                                        | Sum  | 1   |          |       |
| <b>1.3</b> | Provision of QA and as-build data pack                                                                                                                                                                                                                                                                                                                   | Sum  | 1   |          |       |
| <b>1.4</b> | Travel & Accommodation                                                                                                                                                                                                                                                                                                                                   | Sum  | 1   |          |       |
|            |                                                                                                                                                                                                                                                                                                                                                          |      |     |          |       |
| <b>2</b>   | <b>In-line (Sieve) Strainer</b>                                                                                                                                                                                                                                                                                                                          |      |     |          |       |
| 2.1        | SECTION A: SUPPLY AND INSTALL Strainers                                                                                                                                                                                                                                                                                                                  |      |     |          |       |
| <b>A1</b>  | In-line (Sieve) strainer having specifications: <ul style="list-style-type: none"> <li>U-type</li> <li>Size: 3-inch</li> <li>End connections: Flanged</li> <li>Material: Aluminium body casing &amp; stainless steel filter</li> <li>Installation includes gaskets and bolts required for the flange</li> </ul> (see imagery works info 4.2 figure 2)    | EACH | 2   |          |       |
|            |                                                                                                                                                                                                                                                                                                                                                          |      |     |          |       |
| <b>3.</b>  | <b>Pressure Relief Valve (PRV)</b>                                                                                                                                                                                                                                                                                                                       |      |     |          |       |
| 3.1        | SECTION B: SUPPLY AND INSTALL PRV                                                                                                                                                                                                                                                                                                                        |      |     |          |       |
| <b>B1</b>  | Pressure Relief Valve (PRV) having specifications:                     Inlet and outlet Size: (2-inch)<br>End connections: Female threaded (both ends)<br>Set pressure : 3 - 4 bar<br>Material: Stainless Steel<br>Application: Diesel fuel<br>Installation includes gaskets and bolts required for the flanges<br>(see imagery works info 4.2 figure 1) | EACH | 2   |          |       |
|            |                                                                                                                                                                                                                                                                                                                                                          |      |     |          |       |
| <b>4.</b>  | <b>Leak test</b>                                                                                                                                                                                                                                                                                                                                         |      |     |          |       |
| 4.1        | Conduct leak test across Strainers and PRV lines                                                                                                                                                                                                                                                                                                         | Each | 2   |          |       |
|            |                                                                                                                                                                                                                                                                                                                                                          |      |     |          |       |
|            | <b>Total for Mechanical Work (Excluding VAT)</b><br><b>Carried forward to C1.1 – Form of Offer</b>                                                                                                                                                                                                                                                       |      |     | <b>R</b> |       |

## Part 3 : Service Information

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|--------------------|------------------------------------------------------|-------------|
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| Annexure B         | Baseline Risk assessment                             | 2           |
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## C3.1 Service Information

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## SECTION 1

### 1. Description of the Service

#### 1.1 Executive Overview

This specification covers the Supply and Installation of pressure relief valves (PRV) and strainers in the Sishen Diesel Depot or required of the *Contractor* for the proper completion of the *Service* in accordance with the true meaning and intent of the contract.

#### 1.2 *Employer's Objectives*

It is the objective of the *Employer* to achieve completion of the above service as soon as possible whilst still maintaining the highest quality and safety standards.

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation                         |
|--------------|-----------------------------------------------------------|
| BBBEE        | Broad Based Black Economic Empowerment                    |
| CEMP         | Construction Environmental Management Plan                |
| COID Act     | The Compensation for Occupation Injuries and Deceases Act |
| CSHEO        | Contractor's Safety, Health and Environmental Officer     |
| CM           | Construction Manager                                      |
| DTI          | Department of Trade and Industry                          |
| DGN          | Filename extension for Micro station Drawings             |
| DWG          | Filename extension for AutoCAD Drawings                   |
| EDMS         | Electronic Document Management System                     |
| EO           | Environmental Officer                                     |
| HSR          | Health and Safety Representative                          |
| PES          | Project Environmental Specifications                      |
| PHA          | Preliminary Hazard Assessment                             |
| PSPM         | Project Safety Program Manager                            |
| PSSM         | Project Site Safety Manager                               |

| Abbreviation | Meaning given to the abbreviation                  |
|--------------|----------------------------------------------------|
| QA           | Quality Assurance                                  |
| QC           | Quality Control                                    |
| SANS         | South African National Standards                   |
| SASRIA       | South African Special Risks Insurance Association  |
| SES          | Standard Environmental Specification               |
| SHE          | Safety, Health and Environment                     |
| SHEC         | Safety, Health and Environment Co-ordinator        |
| SHEO         | Safety, Health and Environmental Officer           |
| SIP          | Site Induction Programme                           |
| SMP          | Safety Management Plan                             |
| SSRC         | Site Safety Review Committee                       |
| iPAS DM      | Primary software tool used for Document Management |

## **2. Engineering and the *Contractor's* Design**

### **2.1 Employer's Design**

2.1.1 The *Employer's* design for the service is:

- Service Information
- Technical specifications

### **2.2 Parts of the Service which the *Contractor* is to Design**

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

- All temporary service
- All other items required for the service

### **2.3 Procedure for Submission and Acceptance of *Contractor's* Design**

2.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary service and all other items required for the service to the *Service Manager* for review and acceptance.

The *Contractor* shall submit to the *Service Manager* samples of all materials to be used in the *Service* and which are to be supplied by the *Contractor* for the approval of the *Service Manager* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Service Manager* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Service Manager*. All such materials then require the approval of the *Representative*. The costs of the tests shall be borne by the *Contractor*.

The *Service Manager's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

### **2.4 Equipment required to be included in the *service***

2.4.1 None

### 3. Construction

#### 3.1 Temporary *service*, Site Services & Construction Constraints

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

The work to be carried out at Dirt Road off the R380 , Kathu, Northern Cape known as the Sishen diesel depot.

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. No lights are to be fixed anywhere without written approval from the *Service Manager*.

Access permits for the contractor's staff and vehicles to be arranged with the *Service Manager* for the duration of the construction period.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Service Manager*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
  - ♦ *Telephone number*
  - ♦ *Fax number*
  - ♦ *E-mail address*

##### 3.1.2 Restrictions to Access on Site, hours of work, conduct and records

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

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

##### 3.1.3 Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

#### 3.1.4 Title to Materials from Demolition and Excavation

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost

#### 3.1.5 Cooperating with and Obtaining Acceptance of Others

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

#### 3.1.6 Publicity and Progress Photographs

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

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

#### 3.1.7 *Contractor's* Equipment

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

All equipment, scaffolding, or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the *Service* safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the *Contractor*.

#### 3.1.8 Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

#### 3.1.9 Site Services and Facilities

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

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

### 3.1.10 Facilities Provided by the *Employer*

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

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

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

### 3.1.11 Facilities Provided by the *Contractor*

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

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

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

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Service Manager*.

The facilities for the *Contractor* shall be at the contractor's discretion but shall not be less than that as prescribed by law and to ensure that the standards required are met.

### 3.1.12 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

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

### 3.1.13 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Service Manager* and establish as accurately as possible, the location of the various existing services situated within the Service area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.

**NB: Use specialist equipment to detect and note existing underground services so as to prevent future damage and /or injury to persons**

All existing services shall at all times be protected and/or barricaded where these may be affected by the *Service* or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day service rates were instructed by the *Service Manager* in writing? Should know services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

#### 3.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hours' notice to the *Service Manager* before covering any work.

#### 3.1.15 Restoring of work site

During the construction of the service, the site shall at all times be kept neat and in a tidy condition. The *Service Manager* may order the *Contractor* to stop all work, until such time as, in his opinion, this condition has been met.

The *Contractor* must clear away all rubble/waste within 14 days of completion of work or part of the service and leave the site and surrounding area in a clean and acceptable state. All rubble to be dumped at an approved dumping site; and proof of dumping must be produced

### 3.2 Completion, Testing, Commissioning and Correction of Defects

#### 3.2.1 The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *Service*. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Service* and Others from doing their work.

#### 3.2.2 Access Given by the *Employer* for Correction of Defects

The *Service Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *service* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

## 4. Plant and Materials Standards and Workmanship

### 4.1 Standardised Specifications

- SANS 10089:1
- SANS 62-1
- SANS 62-2
- ASME B31.4

### 4.2 Scope of service

4.2.1 Remove the existing PRV and Strainer currently installed.

4.2.2 Install two 3-4 bar, stainless steel pressure relief valves (PRV).

4.2.3 Install two U-type In-line strainers.



### **4.3 Project Deliverables**

- 4.3.1 PRV installation.
- 4.3.2 Strainers installation.
- 4.3.3 Leak test (checklist) or confirmation of effective sealing
- 4.3.4 Test and commission after installation.
- 4.3.5 List of components, equipment and consumables.
- 4.3.6 Hand over in working condition for immediate use.
- 4.3.7 Documents of warranty and procedures manual

### **4.4 Safe working access**

The Contractor to submit his methodology that will be adopted to access the site, in order to execute the work safely and the method and plant he will be utilizing to carry out the service.

### **4.5 Information to be obtained from site**

The attendance of a site clarification meeting will be compulsory and the prospective *Contractors* shall visit the sites of the proposed Service and acquaint themselves with the nature of the *Service*, the conditions under which the work is to be performed, the means of access, any limitations or other authorities and in general with all matters that influence or affect the contract.

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

### **4.6 Daily site diary and inspection book**

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

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

#### **4.7 Penalties for delays**

Failing the completion of the work within the period as stipulated, the Contractor shall pay to Transnet as a penalty the sum of R 500.00 (Five Hundred Rand) for every day or part thereof during which the service remain incomplete.

## SECTION 2

### 5. Management and Start Up

#### 5.1 Management Meetings

The *Contractor* shall attend management meetings at the *Service Manager's* request. The *Contractor* will also be required to attend a safety meeting. The *Contractor* will also attend a kickoff meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings.

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

#### 5.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

#### 5.3 Safety Risk Management

##### 5.3.1 General

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

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

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the service start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in

this contract pertaining to health and safety.

- (e) The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Service Manager*:
  - documentary proof of his procedural compliance with the Act, and
  - Particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
  - The *Contractor's* Health and Safety Program will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

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

#### 5.3.2 Hazard identification and risk assessment

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

#### 5.3.3 Substance abuse

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

#### 5.3.4 Safety meetings

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

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

### 5.4 Environmental Constraints and Management

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Service Manager* has the right to request additional specific work method statements should in his opinion this be required.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Service Manager* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Service Manager's* Waste Management Objective.

#### USE OF CEMENT & CONCRETE:

Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The *Contractor* shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

#### NOISE POLLUTION:

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

#### DUST CONTROL

Dust has been identified as having a serious environmental impact. The *Contractor* is required to prevent the creation of dust.

The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- National Environmental Management (Act 107 of 1998); and
- The National Water Act, 36/1998

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

## 5.5 Quality Management System

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

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Service Manager* for approval. Site Access will not be permitted until the QCP is to the *Service Manager's* satisfaction

**Transnet Freight Rail will have the right to inspect the work at any time during the progress of the contract.**

## 5.6 Plan Constraints

### 5.6.1 General

The plan, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Service and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

### 5.6.2 Plan submission

As identified in the Contract Data Part 2, a plan is to be submitted with the tender. This plan shall comply with the requirements as indicated in the Service Information and with specific reference 21.2 of

the NEC3 TSC. The plan shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Service Manager*.

The preferred software package is Microsoft Projects.

#### 5.6.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Service Manager*,

- a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;
  - (i) the first programme activity bar, and
  - (ii) the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)
- b) the progress 'S curves' based on the latest Accepted Program
- c) Deviations of the "current" activity schedule from the "baseline" activity schedule together with the 'S curves' will form the basis for assessing progress and performance.

#### 5.6.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- S-curves showing actual versus baseline figures;
- deviations from the Accepted Plan; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Service Manager*, however any identified deviations shall be automatically reported to the *Service Manager*.

#### 5.6.5 Monthly Status Report

The *Contractor* shall provide a written status report by the 20<sup>th</sup> of each month or such other reporting period as may be required by the *Service Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Plan;

- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site service;
- status of on-site service;
- deviations from the Accepted Plan and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimize the impact;
- summary of service planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Service Manager* and the *Contractor*.

## **5.7 Contractor's Management, Supervision and Key People**

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Service Manager* without the prior written approval of the *Service Manager*, which approval will not unreasonably be withheld by the *Service Manager*.

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Service Manager*.

The *Contractor* and his sub-contractors, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-contractors, which is subject to approval.

## **5.8 Insurance Provided by the Employer**

Procedures for making insurance claims can be obtained from the *Service Manager*.

## **5.9 Contract Change Management**

The standard reporting forms that shall be used will be provided to the *Contractor*.

No additional requirements apply to TSC3 Clause 60 series.

## 5.10 The *Contractor's* Invoices

5.10.1 When the *Service Manager* certifies payment (see TSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

5.10.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.10.3 The invoice states the following:

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

5.10.4 The invoice contains supporting detail.

5.10.5 The invoice is presented either by post or by hand delivery.

5.10.6 Invoices submitted by post are addressed to:

Transnet Freight Rail  
P.O. Box 2986  
BELLVILLE  
7535

For the attention of Linda Kheswa, Transnet Freight Rail

5.10.7 Invoices submitted by hand are presented to:

Transnet Freight Rail  
Transnet Park Building, 1<sup>st</sup> Floor  
Robert Sobukwe Road  
Bellville  
7530

For the attention of Linda Kheswa, Transnet Freight Rail

5.10.8 The invoice and statement are presented as originals. The originals must be in receipt by the *Service Manager* on or before the last working day of the month.

## 5.11 People

### 5.11.1 The *Contractor* complies with the following PIRPMP

#### 1. CONTRACTOR LIABILITY

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

#### 2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
  - To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
  - The Industrial Action Report must provide at least the following information:
    - I. Industrial incident report,
    - II. Attendance register,
    - III. Productivity / progress to schedule reports,
    - IV. Operational contingency plan,
    - V. Site security report,
    - VI. Industrial action intelligence gathered.

- The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

## 5.12 Plant and Materials

- 5.12.1 All plant used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements. No transporting of people in the load box of any LDV's without the correct seating and seatbelts or a Kombi may be utilized providing that it has RWC.
- 5.12.2 The *Contractor* provides Plant and Materials for inclusion in the *service* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Service* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Service* Information or as may be subsequently instructed by the *Service Manager*.
- 5.12.3 Where Plant and Materials for inclusion in the *service* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 5.12.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Service Manager* on each occasion where replacement is required.
- 5.12.5 Plant & Materials provided "free issue" by the *Employer*  
None
- 5.12.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *service*:  
None
- 5.12.7 The *Contractor* provides all other Plant and Materials necessary for the *service* not specifically stated to be provided "free issue" by the *Employer*.

### **5.13 Marking Plant and Materials outside the Working Areas**

- 5.13.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the *Contractors* Logo.

### **5.14 Contractor's Equipment**

- 5.14.1 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Service Manager* at all reasonable times.
- 5.14.2 All equipment, scaffolding, or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the *Service* safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the *Contract*.

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|                            |                                                                         |  |  |
|----------------------------|-------------------------------------------------------------------------|--|--|
| <b>PROJECT NAME</b>        | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |  |  |
| <b>PROJECT NUMBER</b>      | WRAC-BLQ-39316                                                          |  |  |
| <b>PROJECT LOCATION</b>    | SISHEN DIESEL DEPOT                                                     |  |  |
| <b>PROJECT SCOPE</b>       | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE – SISHEN DIESEL DEPOT |  |  |
| <b>PROJECT DURATION</b>    | 1 week                                                                  |  |  |
| <b>COMPILED BY</b>         |                                                                         |  |  |
|                            |                                                                         |  |  |
| <b>APPROVED BY</b>         |                                                                         |  |  |
|                            |                                                                         |  |  |
| <b>RESPONSIBLE SEGMENT</b> |                                                                         |  |  |
| <b>CONTRACT SPECIALIST</b> | CELESTE JACOBS                                                          |  |  |

|           |                      |                                              |
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## 1. Purpose

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

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

## 2. Scope

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

## 3. Abbreviations

**HSEP** – Health, Safety and Environmental Plan

**RC** – Rehabilitation and Construction

**RN** – Rail Network

**SOP** – Standard Operating Procedure

**TFR** – Transnet Freight Rail

**COID** – Compensation for Occupational Injuries and Diseases

**EMP** – Environmental Management Plan

**DOL** – Department of Labour

**HCS** – Hazardous Chemical Substances

**MSDS** – Material Safety Data Sheet

**OHS** – Occupational Health and Safety

**PPE** – Personal Protective Equipment

**HSE** – Health, Safety and Environment

**KZN** – KwaZulu Natal

## 4. Definitions

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

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## 5. Policies

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

## 6. HSE Budget

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

## 7. Health, Safety and Environmental Plan (HSEP)

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

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

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

## 8. Legal and Other Appointments

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

## 9. Project Organogram

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

## 10. Training and Competency

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

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

- Management and Supervisory Appointees

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

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

## 8.1 Induction Training

- **Project Induction**

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

- **Site specific induction**

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

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

- **Visitors induction**

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

- **Refresher induction**

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

## **11. Letter of Good Standing & Tax Clearance**

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

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

## **12. Notification of Construction Work to Dept. of Labour**

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

## **13. Client Health, Safety and Environmental Specification**

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

## **14. Mandatory Agreement (37.2)**

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

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## **15. Site Access Certificate**

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

## **16. Site Establishment**

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

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

## **17. Medical Certificate Of Fitness**

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

## **18. Health, Safety and Environmental Meeting**

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

## **19. Risk Management**

### **19.1 Hazard Identification and Risk Assessment (HIRA)**

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

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

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

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## **19.2 Safe Work Procedures (SWPs) and Other Procedures**

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

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

## **19.3 Planned Task Observations (PTOs)**

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

The PTOs shall be conducted by the following persons:

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

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

## **19.4 Method Statements**

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

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

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

## **19.5 Daily Safety Task Instructions (DSTI)**

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

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

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

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## **19.6 Daily Safety Toolbox Talks**

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

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

## **20. Incident Management**

### **20.1 Incident Reporting**

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

- verbally
- telephonically or
- via sms

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

### **20.2 Incident Investigation**

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

### **20.3 Incident Record Keeping**

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

### **20.4 Incident Close Out**

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

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

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

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## 22. First Aid Services

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

- **First Aid Boxes**

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

- **Smoking**

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

- **Sun Protection**

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

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

## 23. Project Health, Safety and Environmental Audits

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

## 24. Contingency/Emergency Plan, Procedure & Contact Numbers

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

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

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

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

## **26. Registers**

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

## **27. Checklists**

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

## **28. Substance Abuse Management**

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

## **29. Material Safety Data Sheets(MSDS)**

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

## **30. Health, Safety and Environmental Statistics**

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

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

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

### **32. Welfare Facilities**

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

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

### **33. Hygiene**

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

### **34. Contractor Health, Safety & Environmental File Contents**

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

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

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

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

### **35. Environmental Management**

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

### **36. Waste Management**

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

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

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

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

### **37. Handling of Waste on Sites**

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

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

### **38. Other Records**

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

### **39. Additional requirements**

None

**baseline risk assessment**

| ref                | Activity                                    | Hazard                                        | Risk                                                             | Health | Safety | Environment | Severity | Probability | Exposure | Raw Risk Score | Control Mitigation                                                                                                                                                      | <a href="#">Effectiveness of Controls [%]</a> | Residual Risk |
|--------------------|---------------------------------------------|-----------------------------------------------|------------------------------------------------------------------|--------|--------|-------------|----------|-------------|----------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------|
| Site Establishment |                                             |                                               |                                                                  |        |        |             |          |             |          |                |                                                                                                                                                                         |                                               |               |
| 1                  | Parking vehicle                             | Vehicle not parked in designated parking area | Obstructing other vehicles                                       |        | √      |             | 1        | 1           | 1        | 1              | Plan lay-down area's and ensure that competent drivers/operators are used.                                                                                              | 0,41                                          | 0,9959        |
| 2                  |                                             |                                               | Moving vehicles colliding into the stationary vehicle            |        | √      |             | 3        | 1           | 1        | 3              |                                                                                                                                                                         | 0,41                                          | 2,9877        |
| 3                  |                                             |                                               | Damage to property                                               |        | √      |             | 1        | 2           | 1        | 2              |                                                                                                                                                                         | 0,41                                          | 1,9918        |
| 4                  | Offloading equipment and tools from vehicle | Incorrect offloading of equipment and tools.  | Injury to person offloading material.                            | √      |        |             | 2        | 2           | 1        | 4              | A competant supervisor must be present for offloading activities                                                                                                        | 0,41                                          | 3,9836        |
| 5                  |                                             |                                               | Damage to property                                               |        |        | √           | 1        | 2           | 1        | 2              |                                                                                                                                                                         | 0,41                                          | 1,9918        |
| Mechanical Works   |                                             |                                               |                                                                  |        |        |             |          |             |          |                |                                                                                                                                                                         |                                               |               |
| 6                  | Working in confined spaces                  | Accumulation of fumes                         | Lung damage and headaches                                        | √      |        |             | 2        | 2           | 2        | 8              | Competent supervisor to inspect the area before comencement of activity and before allowing people in the area. Detailed risk assessment and method statement required. | 0,41                                          | 7,9672        |
| 7                  |                                             | Oxygen deprivation                            | Suffocation                                                      | √      |        |             | 2        | 1           | 1        | 2              |                                                                                                                                                                         | 0,61                                          | 1,9878        |
| 8                  | Welding                                     | Equipment operated by untrained personel      | Injury to the operator and surrounding people.                   |        | √      |             | 2        | 1           | 1        | 2              | Competent persons to be apointed as operators and supervisors, work permits required and adequate protection for the soroundings and people must be in place.           | 0,41                                          | 1,9918        |
| 9                  |                                             | Equipment not inspected and maintained.       | Injury to people and damage to property.                         |        | √      |             | 2        | 1           | 1        | 2              |                                                                                                                                                                         | 0,41                                          | 1,9918        |
| 10                 |                                             | Surrounding work area not protected.          | Fire caused by sparks, injury to workers and damage to property. |        | √      | √           | 3        | 2           | 2        | 12             |                                                                                                                                                                         | 0,41                                          | 11,9508       |
| 11                 |                                             | Incorrect/inadequate PPE                      | Skin burns and arc eyes.                                         | √      | √      |             | 2        | 3           | 2        | 12             |                                                                                                                                                                         | 0,41                                          | 11,9508       |
| 12                 | Grinding                                    | Equipment operated by untrained personel      | Injury to the operator and surrounding people.                   |        | √      |             | 2        | 2           | 2        | 8              | Competent persons to be apointed as operators and supervisors, work permits required and adequate protection for the soroundings must be in place.                      | 0,41                                          | 7,9672        |
| 13                 |                                             | Equipment not inspected and maintained.       | Injury to people and damage to property.                         |        | √      |             | 2        | 1           | 1        | 2              |                                                                                                                                                                         | 0,41                                          | 1,9918        |
| 14                 |                                             | Surrounding work area not protected.          | Fire caused by sparks, injury to workers and damage to property. |        | √      | √           | 1        | 2           | 3        | 6              |                                                                                                                                                                         | 0,61                                          | 5,9634        |
| 15                 |                                             | Incorrect/inadequate PPE                      | Noise induced hearing loss, bodily cuts and loss of eyesight.    | √      | √      |             | 3        | 2           | 2        | 12             |                                                                                                                                                                         | 0,2                                           | 11,976        |
| 16                 | Painting                                    | Paint coming in contact with skin.            | Skin irritation                                                  | √      |        |             | 1        | 3           | 1        | 3              | Appropriate PPE: protective gloves, face-mask,                                                                                                                          | 0,2                                           | 2,994         |

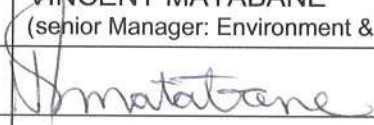
|                  |                                               |                                                                               |                                                                   |   |   |   |   |   |   |    |                                                                                                                                                                                                                                       |      |         |
|------------------|-----------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------|---|---|---|---|---|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|
| 17               | Painting                                      | Inhaling fumes from paint and thinners                                        | headaches and dizziness and nausea.                               | √ |   |   | 1 | 3 | 1 | 3  | overalls.                                                                                                                                                                                                                             | 0,2  | 2,994   |
| 18               | Storage of hazardous chemicals and substances | Fire may breakout and spread to adjacent buildings and plants                 | People may burn, damage to property and the environment.          |   | √ | √ | 1 | 2 | 3 | 6  | Measures should be in place to prevent the fire from spreading, preventing unauthorised access to the chemicals and ways to control and fight the fire. Signage should be in place and personel should be trained to deal with fires. | 0,41 | 5,9754  |
| 19               | Lifting heavy items by hand                   | Poor manual handling techniques                                               | Prains, strains, muscular/skeletal damage, fractures and bruises  |   |   |   | 3 | 2 | 1 | 6  | Conduct toolbox talks on ergonomics and manual handling of materials.                                                                                                                                                                 | 0,61 | 5,9634  |
| 20               | Use of hand tools                             | Incorrect use of handtools                                                    | Injury to people and damage to handtools                          |   |   |   | 2 | 1 | 1 | 2  | Training, use of manuals, use of appropriate PPE, inspections by competent person.                                                                                                                                                    | 0,41 | 1,9918  |
| 21               |                                               | Use of substandard/ broken handtools                                          | Injury to people and damage to property.                          |   |   |   | 2 | 1 | 1 | 2  |                                                                                                                                                                                                                                       | 0,41 | 1,9918  |
| Electrical Works |                                               |                                                                               |                                                                   |   |   |   |   |   |   |    |                                                                                                                                                                                                                                       |      |         |
| 22               | Electrical work                               | Exposure to live parts                                                        | Electric shock and burns                                          |   | √ |   | 1 | 3 | 1 | 3  | A competant supervisor must be present, manuals and electrical drawings must be available, inspection of equipment and tools, correct PPE and a detailed method statement                                                             | 0,41 | 2,9877  |
| 23               |                                               | Exposure from arcing, fire from faulty electrical equipment or installations. | Electric shock, burns and exposure to fumes from electrical fire. |   | √ |   | 1 | 3 | 2 | 6  |                                                                                                                                                                                                                                       | 0,41 | 5,9754  |
| 24               | Use of hand tools                             | Incorrect use of handtools                                                    | Injury to people and damage to handtools                          |   | √ |   | 2 | 3 | 2 | 12 | Training, use of manuals, use of appropriate PPE, inspections by competent person.                                                                                                                                                    | 0,41 | 11,9508 |
| 25               |                                               | Use of substandard/ broken handtools                                          | Injury to people and damage to property.                          |   | √ |   | 2 | 1 | 1 | 2  |                                                                                                                                                                                                                                       | 0,41 | 1,9918  |

## RISK MANAGEMENT: ENVIRONMENT AND SUSTAINABILITY

NAME OF DOCUMENT:

TFR STANDARD ENVIRONMENTAL SPECIFICATIONS (SES)



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

|                                                                    |                                                        |
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| EMS PROCEDURES MANUAL - EMS ELEMENT 4.4.6:<br>OPERATIONAL CONTROL  | DOCUMENT NR: EMS - WI - JHB - 001<br>REVISION: 01-00   |
| DOCUMENT TITLE:<br>TFR STANDARD ENVIRONMENTAL SPECIFICATIONS (SES) | DATE: 2014/08/01<br>FILE REF: TFR/EMS (SES) – 2014/001 |

## SUMMARY REVISION CONTROL

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## **1. DEPARTMENT CODES**

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

## **2. MANAGEMENT SYSTEM CODES**

| Description                                         | Code |
|-----------------------------------------------------|------|
| Environmental Management System                     | EMS  |
| Integrated Management System                        | IMS  |
| Occupational Health and Safety<br>Management System | OHSA |
| Quality Management System                           | QMS  |
| Safety Management System                            | SMS  |
|                                                     |      |

## **3. DOCUMENTATION TYPE CODES**

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

|                                                                    |                                    |
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#### **4. PURPOSE**

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

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

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

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

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

#### **5. SCOPE AND APPLICABILITY**

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

#### **6. LEGISLATIVE REQUIREMENTS**

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

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

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

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

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

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

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## **7. STANDARDS FOR ENVIRONMENTAL MANAGEMENT**

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

### **7.1 SITE ESTABLISHMENT AND ACCESS**

#### **7.1.1. Objective**

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

#### **7.1.2. Scope**

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

#### **7.1.3. Site plan**

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

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

#### **7.1.4. Provision of sanitary facilities**

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

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

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

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

#### 7.1.5. Access

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

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

#### 7.1.6 Water supply for human use

##### 7.1.6.1. Objective

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

##### 7.1.6.2. Scope

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

##### 7.1.6.3 Water Management

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

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

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

#### 7.1.7 Collection of water from natural resources

No water for domestic use (drinking water, for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the TFR Project Manager. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has obtained from the Department of Water Affairs in accordance with the requirements of the National Water Act (Act 36 of 1998).

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### 7.1.8 Provision of drinking water

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

### 7.1.9 Provision of energy for camp site

#### 7.1.9.1. Objective

To prevent illegal and unauthorized collection of firewood.

#### 7.1.9.2. Scope

This is applicable to all activities that may require collection of firewood.

#### 7.1.9.3. Collection of firewood

The contractor shall provide adequate facilities for all staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction heating and cooking purposes. No open fires shall be allowed.

## 7.2. WASTE MANAGEMENT.

### 7.2.1. Objective

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

### 7.2.2. Scope

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

### 7.2.3. Approach

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

General waste to be expected during construction includes the following:

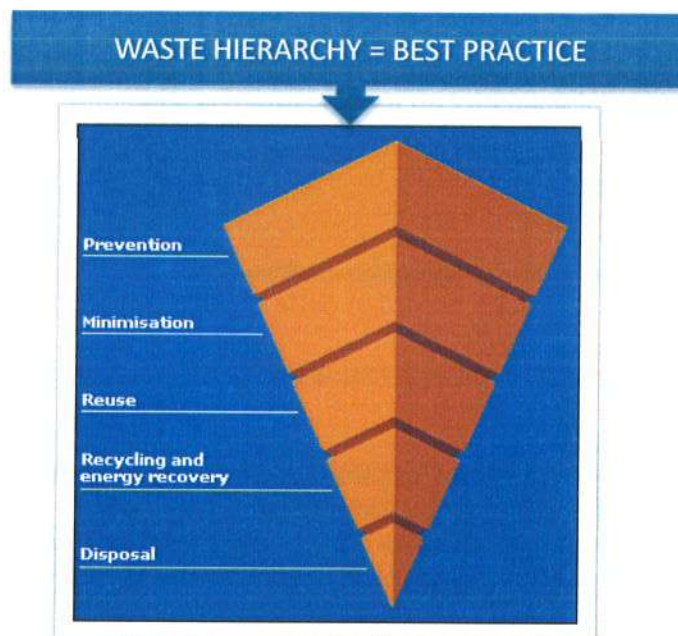
- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

Hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other properties or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

### 7.2.4. Waste Hierarchy

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

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**Prevent:** waste avoidance and minimisation during production

**Recycle:** waste recycling, recovery and utilisation

**Treat:** waste treatment in order to reduce toxicity and to minimise the quantities of waste

**Disposal:** waste disposal, probably by incineration, destruction or landfill.

#### 7.2.5. Waste management

Littering is prohibited at all times. The contractor is responsible for the removal of all waste from site generated through the contractor's activities. The construction works site should have a proper waste collection facility and a disposal system in place. Waste should only be disposed of at a registered facility – this refers to municipal dumps. The latest list of waste sites in the region is available from the Department of Water Affairs, Department of Environmental Affairs and [www.sawic.org.za](http://www.sawic.org.za).

The classification of waste determines handling methods and ultimate disposal of the material. The contractor shall manage hazardous wastes that are anticipated to be generated by his operations as follows:

- Characterise the waste to determine it is general or hazardous
- Obtain and provide an acceptable container with label
- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the contractor's waste management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal site
- Provide documentary evidence of proper disposal of the waste to TFR Environmental Management.

The contractor's Environmental Officer must work in conjunction with the contractor's Safety and Industrial Hygiene personnel to create a hazardous materials management program.

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This program will establish the necessary protocol for proper handling and removal of hazardous material on site.

Information on each hazardous substance must be available to all persons on site in the form of Material Safety Data Sheets (MSDS). Training and education about proper use of MSDS, handling, and disposal of the waste must be provided to all workers handling the waste. The contractor's environmental officer must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

All hazardous waste must be suitably enclosed, labelled and stored. The storage area must be properly demarcated and cordoned-off as per legislation. General and hazardous waste must be stored in separate bins. Recycling and re-use is mandatory. Under no circumstances is waste, including cleared vegetation, is to be burnt at the construction work site.

The contractor is obliged to control waste generating activities of both Hazardous and non-Hazardous waste by:

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

The contractor shall recycle general waste that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for:
  - Office waste
  - Aluminium
  - Steel
  - Glass
  - Ferrous metals
  - Non Ferrous metals
  - Waste timber
  - And locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

#### 7.2.6. Effluent management

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water courses (streams, rivers, pans dams etc.). Only domestic type waste water shall be allowed to enter the designated system. Any release of contaminated waste water shall be in accordance with applicable water release standards and permits.

### 7.3. VEHICLE & EQUIPMENT REFUELLING

#### 7.3.1. Objective

To eliminate or control fuel and oil spillage at refuelling facilities

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### 7.3.2. Scope

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

### 7.3.3. Refuelling

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

#### 7.3.3.1. Control

No vehicles or machines shall be serviced or refuelled on site except at designated servicing or refuelling locations. No oil or lubricant changes shall be made except at designate locations, unless in case of breakdown or emergency repair. As part of the method statement, the contractor shall submit to TFR, a standard operating procedure for fuelling.

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

As part of the method statement, the contractor shall provide details of its proposed fuel storage and fuelling facility to the TFR Environmental Officer for approval. The design shall comply with the regulations of the National Water Act No. 36 of 1998. The Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and Safety Act No. 85 of 1993, with special reference to the requirements of the Hazardous Chemical Substances Regulations.

#### 7.3.3.2. Spill Response

The contractor shall comply with the regulations of the National Water Act No. 36 of 1998, the Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and safety Act No. 85 of 1993, when responding to spillage incidences.

The contractor shall provide details for approval by the TFR Environment, Fire and Hazmat Manager of its spill response plan prior to commencing work on site. The plan will show measures to be taken to remove contaminated soils from site and demonstrate complete removal of contamination in the event of spills.

The contractor shall instruct own personnel on the following spill prevention and containment responsibilities:

- Immediately repair all leaks of hydrocarbons or chemicals,
- Take all reasonable means to prevent spills or leaks,
- Do not allow sumps receiving oil or oily water to overflow,
- Prevent storm water runoff from contamination by leaking or spilled drums of oil or chemicals,
- Do not discharge oil or contaminants into storm water or sewer systems.

If the spill occurs on land, the contractor must:

- Immediately stop or reduce the spill,

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- Contain the spill,
- Recover the spilled product,
- Remediate the site,
- Implement actions necessary to prevent the spill from contaminating groundwater or off-site surface water,
- Dispose of contaminated material to a location designated thereto and submit disposal certificate to TFR Environment, Fire and Hazmat Manager.

Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment equipment.

If a spill to water occurs, the contractor must:

- Take immediate action to stop or reduce the spill and contain it,
- Complete section 30 Report and Notify the appropriate on-site authorities,
- Implement actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent material,
- Recovery of the spilled product,
- Proper disposal of spilled material.

## 7.4. SPRAY PAINTING & SAND BLASTING

### 7.4.1. Objective

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

### 7.4.2. Scope

Applicable to all spray painting and sandblasting on site.

### 7.4.3. Spray Painting and Sand Blasting

Spray painting and sand blasting should be kept to a minimum. All painting should, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or by an approved procedure. This should form part of the method statement to be submitted to the TFR Environmental Manager for approval.

The relevant contractor will inform his Environmental Officer of when and where the spray painting or sand blasting is to be carried out prior to commencement of work. The Environmental Officer will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

NB: if the area is in confined or high (elevated) areas, a protection plan must be issued for approval.

## 7.5. DUST MANAGEMENT

### 4.5.1. Objective

To prevent/control the generation of dust on the construction site and access roads.

### 4.5.2. Scope

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Contractors (associated with activities such as earthworks, geotechnical surveys, pilling storm water drainage, construction of roads and railways, foundations, brick building, operation workshops, fencing, erecting construction camps and batch plant activities, etc.) shall submit a dust control plan for approval by the TFR Environmental Manager.

#### 7.5.3. Management of Dust

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

Dust is to be controlled on unpaved access roads and site roads using sprayed water contractors are responsible for managing dust generated as a result of their activities. The contractor will be responsible for dust control of the entire construction area.

Some dust control measures which are normally applied during construction are presented in this section for inclusion by the contractor in his dust control method statement.

The dust mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20km/h
- Wash paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction areas
- Construction material being transported by trucks must be suitably moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2meters in height to, among other things, prevent wind-blown dust.
- Minimise disturbances of natural vegetation during right of way construction (e.g. erection of fences) to reduce potential erosion, runoff and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training)

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

## 7.6. STORM WATER & DEWATERING MANAGEMENT

### 7.6.1. Objective

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

### 7.6.2. Scope

All runoff and dewatering activities.

### 7.6.3. Storm Water and dewatering management

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

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Construction activities that may potentially impact on surface water and groundwater are: runoff and percolation; dewatering activities; and miscellaneous liquid wastes associated with construction activities.

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

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

The contractor shall take note that discharges to controlled waters such as sea, rivers, and groundwater or to sewerage systems are controlled under South African water Legislation.

#### 7.6.3.1 Surface runoff

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

#### 7.6.3.2 Dewatering

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

#### 7.6.3.3 Management Requirements

Temporary drainage must be established on site during construction period until permanent drainage is in place. Contractors are responsible for maintaining the temporary drainage in their areas. Contractors must provide secondary drainage that prevents erosion.

Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.

The contractor shall clear stagnant water.

Specific water management measures (surface and groundwater) for incorporation by Civil/Earthworks contractors into their EMP's include the following:

The Contractor shall ensure that no contaminated surface water shall flow off-site as a result of Contractor operations. Silt traps shall be constructed to ensure retention of slit on site and cut-off ditches shall be constructed to ensure runoff from the site except at point where silt traps are provided.

If applicable, the Contractor shall be responsible for collection, management and containment within the site boundaries of all the dewatering from all general site preparation activities. The dewatering water shall be contained within the site boundaries by subsequently pumping or routing water to and from sub-areas within the site as the

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construction activities precede. No discharge/dewatering to off-site land or surface water bodies will be allowed.

On-site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0.2% or otherwise indicated.

Ditches shall be designed to carry a 25-year storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches.

Culverts shall be designed to ensure passage of the 25-year storm peak runoff flow.

Both structural and non-structural (vegetation) erosion control measures will be designed, Implemented, and properly maintained in accordance with best management practices which will include the following:

Scheduling of activities to minimise the amount of disturbed areas at any one time.

Implementation of re-vegetation as early as feasible.

Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extend feasible at drainage ditches.

Compacting loose soil as soon as possible after excavation, grading and filling.

Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary beams and swales, small sedimentation basins, and gravelled roads to minimise transport of sediment.

Implementing the erosion and sedimentation control plan and ensuring that the construction personnel are familiar with and adhere to.

Managing runoff during construction

The contractor shall be responsible for checking and maintaining all erosion and sedimentation control.

## **7.7. NOISE MANAGEMENT**

### **7.7.1. Objective**

To maintain construction noise at the site within legal limits

### **7.7.2. Scope**

Any noise generated at the construction site.

### **7.7.3. Noise Management**

Keep all equipment in good working order.

Operate equipment within specifications and capacity and don't overload the machines.

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Apply regular maintenance, particularly with regards to lubrication

Operate equipment with appropriate noise abatement accessories, such as sound hoods and ear plugs.

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

Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, so that it will not produce excessive and undesirable noise when released.

The entire Contractor's equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, for construction plant noise generation.

All the Contractor's vehicles shall be fitted with effective exhaust silencers and shall comply with the Road Traffic Act, (Act 29 of 1989) when any such vehicle is operated on a public road.

If on-site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993))

## **7.8. PROTECTION OF HERITAGE RESOURCES**

### **7.8.1. Objective**

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

### **7.8.2. Scope**

Archaeological, Historical Artefacts, or Heritage resources discovered on or near the site.

### **7.8.3. Archaeological sites**

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

### **7.8.4 Graves and Middens**

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

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## **7.9. PROTECTION OF LIVESTOCK & GAME**

### **7.9.1. Objective**

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

### **7.9.2. Scope**

Managing the activities of site staff during work and after hours.

### **7.9.3. Poaching of Livestock or Game**

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

### **7.9.4 Killing of animals**

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

## **7.10. FIRE PREVENTION**

### **7.10.1. Objective**

To minimise the risk of uncontrolled fires.

### **7.10.2. Scope**

All activities on or near the site that could initiate and uncontrolled fire.

### **7.10.3. Fire Control**

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

## **7.11. SPILLAGE OF HAZARDOUS SUBSTANCES**

### **7.11.1. Hazardous Spillages Reporting & Records Keeping**

In the event of a spillage, the incident will be reported (according to the TFR Occurrence Procedure: IMS PR 014). The investigation report should be copied to the Environmental Manager for record keeping.

Mobile oil clean-up kits must be available for accidental spills. The mobile kit should be available on any vehicle transporting oil containing materials.

In the event of an oil spill, the first priority is to contain the spill. The emergency programme for oil spills, as developed during the Method statement must then be followed. It is preferred that spillages and contaminated areas are treated on site. However, circumstances may necessitate the removal of contaminated soil for treatment – this area must be clearly demarcated and cordoned off.

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Bund walls should be secure from leaks and damage. Oil traps must be pumped out regularly and remain free of debris. Oil taps should be securely closed unless it is necessary for water to be drained from the bund area.

## 7.12. HANDLING & BATCHING OF CONCRETE AND CEMENT

### 7.12.1. Objective

To control cement and concrete batching activities so as to prevent the spillage of cement waste water and potential contamination of soil, groundwater and marine environment (where applicable). To avoid or substantially reduce dust emissions caused by cement and concrete activities on site ensure that no noise nuisance results from batching activities.

### 7.12.2. Scope

Cement and concrete batching activities commonly produce cement-laden (contaminated) runoff, mainly from washing of mixing equipment. The contaminated runoff is alkaline and contains high levels of chromium, which causes leachate that may ultimately contaminate groundwater. Cement contaminated water can also increase the pH level of marine waters and cause detrimental damage to aquatic life.

Fine dust particles containing cement and concrete are pollutants and can cause damage to neighbouring amenities when allowed to spread. Excessive noise during batching may cause stress to employees on site and other people within the construction vicinity.

This standard applies to all cement and concrete batching activities, delivery of ready mix concrete and small scale mechanical & hand mixing of concrete and cement, as well as the washing of equipment used in these activities on construction sites managed by TFR.

### 7.12.3. Handling and batching of concrete and cement

#### 7.12.3.1. Siting

Concrete batching shall only be conducted in demarcated areas which have been approved by the TFR Project Manager. Such areas shall be fitted with a contaminated facility for the collection of cement laden water. This facility shall be bunded and have an impermeable surface protection so as to prevent soil and groundwater contamination.

Drainage of the collection facility will be separated from any infrastructure that contains clean surface runoff. The batching facility will not be placed in areas prone to floods or the generation of stagnant water. Access to the facility will be controlled so as to minimise potential environmental impacts.

#### 7.12.3.2. Handling and Storage

Hand mixing of cement and concrete shall be done on a mortarboard and/or within the bunded area with impermeable surface or concrete slab.

Bulk and bagged cement & concrete additives will be stored in an appropriate facility at least 10meters away from any watercourses, gullies and drains.

Waste water collected in the containment facility shall be left to evaporate. The contractor shall monitor water levels to prevent overflows from the facility. Water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste.

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All concrete washing equipment, such as shovels, mixer drums, concrete chutes, etc. shall be done within the washout facility. Water used for washing shall be restricted as far as practically possible.

The contractor shall periodically clean-out hardened concrete from the wash-out facility or concrete mixer, which can either be reused or disposed of as per accepted waste management practices and procedures.

Empty cement and concrete bags, if temporarily stored on site, will be secured with adequate binding material.

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

#### 7.12.3.3. Disposal

Concrete or Cement or any solid waste materials containing concrete and cement will be disposed of at a registered disposal facility. Where disposal facilities for general waste are utilised, written consent from the relevant municipality must be obtained.

### 7.13. EROSION PREVENTION

#### 7.13.1. Objective

To prevent Soil Erosion

#### 7.13.2. Scope

All bare soil ground areas susceptible to erosion including gravel roads.

#### 7.13.3. Erosion Prevention

All vehicle movements must be along existing roads and tracks. Vehicles should be driven at moderate speeds and within legal limits. Special care should be taken (especially in wet weather) to avoid eroding tracks. A single access track / road is to be used and multiple tracks are to be avoided at all times. In urban areas, access roads should be treated, where necessary, to avoid dust pollution.

Erosion of the access road, which cannot be remedied by simple compaction methods, should be referred to the TFR Infra for further assessment and recommendations. Soil binding agents and gabions are frequent methods used to combat erosion.

### 7.14. REHABILITATION

#### 7.14.1. Objective

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

#### 7.14.2. Scope

All areas affected by the project including lay down areas.

#### 7.14.3. Rehabilitation

Contractors shall rehabilitate their lay-down area/s upon completion of work on site. A rehabilitation plan will be submitted to the Construction Manager for approval at least six weeks before completion. The following are critical issues to be included in the rehabilitation plan:

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Details of soil preparation procedures including proposed fertilizers or other chemicals being considered for use.

A list of plant species that will be used in the rehabilitation process. Note these should be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist should be sought in developing the list.

Procedures for watering the planted areas (frequency of watering, methodology proposed etc.)

An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants ( duration and frequency of monitoring, proposed criteria for declaring rehabilitation as being successful)

Procedures for the prevention of establishment and spread of alien invasive species.

#### **7.15. SOCIO CULTURAL ISSUES**

In the event that private property is damaged, it must be reported immediately to TFR and the landowner(s). Damage must be repaired to the satisfaction of the landowner (written proof of satisfaction must be obtained). Records of any complaints should be kept.

Local communities must be treated with the utmost respect and courtesy at all times. Infringement of their rights is strictly forbidden.

Stock, crops or activities on the surrounding private property should not be interfered with or disturbed. Wandering around the properties is not permissible (remain within the permitted working areas).

A list of the property owner's names, addresses and telephone numbers must be established and kept updated. A plan of action should be drawn up with the property owners. In case of an emergency (veld fire, vegetation problems etc.) The Contractor's contact names and telephone numbers must be given to these landowners.

The culture and lifestyles of the communities living in close proximity to the work sites must be respected.

Removal (pilfering) of agricultural products (sugar cane, fruit, vegetables, stock, firewood, poaching etc.) is prohibited. Receipts must be obtained for any merchandise purchased or received from land- owners (i.e. for meat, vegetables, wood).

Vehicles must be driven carefully in hazardous road conditions (sharp bends, narrow roads, bad weather, children playing on or near the road, domestic animals on or near the road etc.). Vehicle movement should be kept to a minimum during rain to avoid damage to access and farm roads.

Tribal graves, archaeological sites and sites of historical interest in close proximity to work sites are to be treated with respect and protected.

No firewood is to be collected except with the written consent of the landowner.

A register must be maintained of all complaints or queries received as well as action taken.

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Insure that affected property owners are informed of planned TFR activities on their land.

No off-road travelling is permitted in environmentally sensitive areas (Karoo, fynbos, coastal dunes, vleis and wetlands etc.).

## **7.16. ENVIRONMENTAL AWARENESS TRAINING**

### **7.16.1. Objective**

Environmental Management – Protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources.

Regulatory Compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in the regional and local regulations.

Problem recognition and communication – training personnel to recognise potential environmental, i.e. spills, and communicate the problem to the proper person for solution.

Liability control – non-compliance with regulatory requirements can lead to personal and corporate liability.

### **7.16.2. Scope**

All Personnel on the construction site.

### **7.16.3. Environmental Awareness training**

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

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

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

## **8. DOCUMENTATION**

The Contractor must produce a method statement.

## **9. RECORDS**

All documents generated in terms of this standard will be classes as records and retained for the life of the project.

## PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

“Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in.”

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

### 1. Description of the Affected Property and its surroundings

#### 1.1. General description

The work to be carried out at Sishen Diesel Depot.

#### 1.2. Existing buildings, structures, and plant & machinery on the Site

Not applicable

#### 1.3. Subsoil information

Not applicable

#### 1.4. Hidden services

Not Applicable

#### 1.5. Other reports and publicly available information

| ITEM               | DETAILS                                                                    |
|--------------------|----------------------------------------------------------------------------|
| Main site Activity | SUPPLY AND INSTALL STRAINER PRESSURE RELIEF VALVE –<br>SISHEN DIESEL DEPOT |