## Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## REQUEST FOR PROPOSAL (RFP)

**FOR: THE SITE CONTAMINATION ASSESSMENT AT TRANSNET PIPELINES FACILITIES (PIPELINE, DEPOTS AND PUMP STATIONS) DURING EMERGENCY SPILLS FOR A PERIOD OF THREE YEARS, FOR SITES THAT ARE LOCATED IN KWAZULU-NATAL PROVINCE ON AN AS AND WHEN REQUIRED BASIS.**

| | |
|---|---|
| **RFP NUMBER** | **: TPL/2026/03/0179/3214/RFP** |
| **ISSUE DATE** | **: 08 September 2026** |
| **COMPULSORY BRIEFING** | **: 18 September 2026** |
| **CLOSING DATE** | **: 29 September 2026** |
| **CLOSING TIME** | **: 12:00pm** |
| **TENDER VALIDITY PERIOD** | **: 180 Business Days** |

### Technical eligibility criteria

**Only those tenderers who satisfy the following technical eligibility criteria are eligible to submit tenders:**

a) Principal Geohydrologist, Senior Geohydrologist, Wetland specialist and Aquatic Ecologist) registration with South Africa Council of Natural Scientific Professionals (SACNASP). Provide a valid copy of certificate of registration as a natural scientist with SACNASP. **(See returnable T2.2-01)**

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

# Contents

**Number Heading**

## The Tender

### Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

### Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

### Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Price List

### Part C3: Scope of Work

C3.1 Service Information

## Annexures

| | |
|---|---|
| A1 | New TIMS Policy Commitment Statement |
| A2 | Contractor Management Procedure |
| A3 | Contractor Health and Safety Specification Guideline |
| A4 | Section 37 Mandatary Agreement |
| A5 | Contractor Compliance File Assessment Checklist |

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

## SECTION 1: NOTICE TO TENDERERS

### 1. INVITATION TO TENDER

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

| | |
|---|---|
| **DESCRIPTION** | **Site contamination assessment at Transnet Pipelines facilities (pipeline, depots and pump stations) during emergency spills for a period of three years, for sites that are located in KwaZulu- Natal Province on an "as and when required basis."** |
| **TENDER DOWNLOADING** | **This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at (https://esupplierportal.transnet.net/portal/) (please use Google Chrome to access Transnet link) FREE OF CHARGE.** |
| **COMPULSORY TENDER CLARIFICATION MEETING** | A compulsory RFP briefing will be conducted at Transnet Queens Warehouse, Queen Elizabeth Boardroom, 61A Shepstone Street, Point Durban, South Beach, Durban on the 18 September 2026, at 10H00 for a period of ± 2 hours. [Respondents to provide own transportation and accommodation].<br>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.<br><br>**A Site visit/walk will take place, tenderers are to note**:<br>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.<br>• All forms of firearms are prohibited on Transnet properties and premises.<br>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.<br><br>Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-05.** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing.<br>**Tenderers are required to bring this Returnable Schedule T2.2-05 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.** |

| | |
|---|---|
| | **Tenderers failing to attend the compulsory tender briefing will be disqualified.** |
| **CLOSING DATE** | **12:00pm on** (2026/09/29)<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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- - to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

**f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**

g)Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

l) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

## 3. CONFIDENTIALITY

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

## 4. DISCLAIMERS

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

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

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14], [**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)

## 7. COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

7.1. For specific queries relating to this RFP, an **Returnable Schedule T2.2.10**, the RFP Clarification Request Form should be submitted before 12:00pm on Wednesday, 23rd Sept 2026, to Ntombikayise Mashaba, e-mail ntombikayise.mashaba2@transnet.net In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have downloaded RFP documents.

7.2. After the closing date of the RFP, a Respondent may only communicate with Senior Strategic Sourcing Manager, Carol Khumalo on telephone number 031 361 1539, and email: carol.khumalo@transnet.net on any matter relating to its RFP Proposal.

7.3. Respondents are to note that changes to its submission will not be considered after the closing date.

7.4. Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful.

7.5. Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

**Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future**

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**

# T1.2 TENDER DATA

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

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

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

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

| Clause | | Data |
|---|---|---|
| C.1.1 | The *Employer* is | **Transnet SOC Ltd**<br>**(Reg No. 1990/000900/30)** |
| C.1.2 | The tender documents issued by the *Employer* comprise: | |
| | **Part T: The Tender** | |
| | Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data |
| | Part T2 : Returnable documents | T2.1 List of returnable documents<br>T2.2 Returnable schedules |
| | **Part C: The contract** | |
| | 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 |

| | | |
|---|---|---|
| C.1.4 | The Employer's agent is: | Strategic Sourcing Specialist |
| | Name: | Ntombikayise Mashaba |
| | Address: | 202 Anton Lembede, Durban,4001 |
| | Tel No. | (031) 361 1394 |
| | E – mail | Ntombikayise.mashaba2@transnet.net |

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

1. **Stage Two - Eligibility with regards to attendance at the compulsory clarification meeting:**
   An authorised representative of the tendering entity or a representative of a tenderering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 **(See returnable T2.2-05).**

2. **Stage Two – Technical Prequalification**
   a) Principal Geohydrologist, Senior Geohydrologist, Wetland specialist and Aquatic Ecologist) registration with South Africa Council of Natural Scientific Professionals (SACNASP). Provide a valid copy of certificate of registration as a natural scientist with SACNASP. **(See returnable T2.2-01).**

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

3. **Stage Three – Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11below.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance**

| | |
|---|---|
| | **register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.<br><br>Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-05 certificate of attendance** signed off by the Employer's authorised representative. |
| C.2.12 | No alternative tender offers will be considered. |
| C.2.13.3 | Each tender offer shall be in the **English Language.** |
| C.2.13.5<br>C2.15.1 | The *Employer*'s details and identification details that are to be shown on each tender offer package are as follows:<br><br>Identification details: The tender documents must be uploaded with:<br>▪ Name of Tenderer: (insert company name)<br>▪ Contact person and details: (insert details)<br>▪ The Tender Number:<br>▪ The Tender Description<br><br>Documents must be marked for the attention of:<br>***Employer*'s Agent: Ntombikayise Mashaba** |
| C.2.13.9 | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. |
| C.2.15 | The closing time for submission of tender offers is:<br>Time: **12:00pm** on the **29 September 2026**<br>Location: The Transnet e-Tender Submission Portal:<br>((https://esupplierportal.transnet.net/portal/);<br><br>**NO LATE TENDERS WILL BE ACCEPTED** |
| C.2.16 | The tender offer validity period **180 Business Days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period. |
| C.2.23 | The tenderer is required to submit with his tender:<br>1. Tenderers also to provide Transnet with a **TCS PIN** to verify Tenderers compliance status.<br><br>2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual |

turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

**Functionality Criteria**

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

| **Functionality criteria** | **Sub-criteria** | **Sub-criteria points** | **Maximum number of points** |
|---|---|---|---|
| **T2.2-03 Company Experience** | • Company experience in soil & groundwater contamination assessment<br>• Company experience in compilation of environmental contamination remediation plans | **30**<br>**10** | **40** |
| **T2.2-04 Management & CVs of Key persons:** | Qualification of Key persons<br>Experience of Key persons | **21**<br>**39** | **60** |

| | | | |
|---|---|---|---|
| **Maximum possible score for Functionality** | | **100** | |

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

- T2.2-02 **Evaluation Schedule:** Company Experience in soil and groundwater contamination assessment
- T2.2-03 **Evaluation Schedule**: Company Experience in compilation of environmental contamination remediation plans
- T2.2-04 **Evaluation Schedule:** Management & CV's of Key person's

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated /Only tenders that are Administratively and Substantively Responsive will be evaluated) further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations.

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

| Thresholds | Minimum Threshold |
|---|---|
| Technical / functionality | 70 |

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

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

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

| Selected Specific Goal | Number of points allocated (20) |
|---|---|
| B-BBEE Status Level of Contributor 1 or 2 | 10 |
| 30% Black Women-Owned entities | 10 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

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

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

The maximum points for this bid are allocated as follows:

| DISCRIPTION | POINTS |
|---|---|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION<br>B-BBEE Status Level of Contributor 1 or 2<br>30% Black Women Owned Entities | 20 |
| Total points for Price and Specific Goals must not exceed | 100 |

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will

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

the tenderer:

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

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

# T2.1 List of Returnable Documents

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

T2.2-01 **Stage Two as per Technical Eligibility: -** Professional registration for Principal Geohydrologist, Senior Geohydrologist, Wetland specialist and Aquatic Ecologist

### 2.1.2 Stage Three: these schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Company Experience in soil and groundwater contamination assessment

T2.2-03 **Evaluation Schedule**: Company Experience in compilation of environmental contamination remediation plans

T2.2-04 **Evaluation Schedule:** Management & CV's of Key person's

### 2.1.3 Returnable Schedules:

**General:**

T2.2-05 Certificate of attendance at compulsory tender clarification meeting

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing

T2.2-09 Risk Elements

T2.2-10 RFP Clarification Request Form

**Agreement and Commitment by Tenderer:**

T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-12 Non-Disclosure Agreement

T2.2-13 RFP Declaration Form

T2.2-14 RFP – Breach of Law

T2.2-15 Certificate of Acquaintance with Tender Document

T2.2-16 Service Provider Integrity Pact

T2.2-17 Supplier Code of Conduct

T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Official

### 1.3.1 Transnet Vendor Registration Form:

T2.2-20 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: Technical Eligibility: - Professional registration

**Compulsory Returnable**

This returnable must be accompanied by valid proof of professional registration with the South African Council for Natural Scientific Professions (SACNASP) for the following key resources**:**

- **Principal Geohydrologist (X1)**
- **Senior Geohydrologist (X2)**
- **Wetland specialist (X1)**
- **Aquatic Ecologist (X1)**

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

## T2.2-02 Company Experience in soil and groundwater contamination assessment

Note to tenderers:

The bidder must demonstrate experience in soil and groundwater contamination assessment. The bidder must submit details of the projects completed within the last seven (7) years in soil and ground water contamination. Each project description must include scope and duration (i.e. start date, month and year). Reference letters must be submitted on client letterhead, signed by an authorised representative, confirming satisfactory completion of the services, and including client contact details. Submit a list of projects (with dates) completed and reference details with the following information:

*Note that reference letters submitted will be verified from the client serviced.

| **Description of studies/ assessments** | **Date of project completion (including day, month and year)** | **Name of client serviced** | **Contact number and e-mail address of client serviced** |
|---|---|---|---|
| | | | |
| | | | |

**Scoring of Company Experience**

| | | **Company Experience in soil and groundwater contamination assessment** |
|---|---|---|
| **Points (30)** | 0 | Less than three projects completed in soil and ground water contamination assessment in the last seven years. |
| | 20 | Three projects completed in completed in soil and ground water contamination assessment in the last seven years. |
| | 40 | Four projects completed in completed in soil and ground water contamination assessment in the last seven years. |
| | 60 | Five projects completed in soil and ground water contamination assessment in the last seven years. |
| | 80 | Six projects completed in soil and ground water contamination assessment in the last seven years. |
| | 100 | Seven or more projects completed in soil and ground water contamination assessment in the last seven years. |

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

## T2.2-03 Evaluation Schedule : Company experience in compilation of environmental contamination remediation plans

Note to tenderers:

The bidder must demonstrate experience in compilation of environmental contamination remediation plans. The bidder must submit details of the projects where the remediation plans were compiled which must include the project tittle and the nature of contaminate. Reference letters must be submitted on signed by company authorised representative, confirming satisfactory completion of the services, and including client contact details. Submit a list of projects (with dates) completed and reference details with the following information:

| **Description of environmental contamination remediation plan** | **Date of project completion (including day, month and year)** | **Name of client serviced** | **Contact number and e-mail address of client serviced** |
|---|---|---|---|
| | | | |
| | | | |

**Scoring of Company Experience**

| | | **Company Experience in compilation of environmental contamination remediation plans** |
|---|---|---|
| **Points (10)** | 0 | Less than three projects with environmental contamination remediation plans compiled |
| | 20 | Three projects with environmental contamination remediation plans compiled. |
| | 40 | Four projects with environmental contamination remediation plans compiled. |
| | 60 | Five projects with environmental contamination remediation plans compiled. |
| | 80 | Six projects with environmental contamination remediation plans compiled. |
| | 100 | Seven or more projects with environmental contamination remediation plans compiled. |

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

# T2.2-04 Management and key persons CV's

Submit the following documents with your tender document:

1. An organizational chart (organogram) demonstrating the key persons in the organization that will be utilised on the project. Attached submissions to this returnable.

| Key Person Role | Name of Surname | CV attached (Yes/No) |
|---|---|---|
| Qualified Principal Geohydrologist | | |
| 1st Senior Geohydrologist | | |
| 2nd Senior Geohydrologist | | |
| 1st Junior Geohydrologist | | |
| 2nd Junior Geohydrologist | | |
| Wetland Assessment Specialist | | |
| Aquatic Water Specialist (Fresh Water | | |

2. Submitted an explicit Curriculum Vitae which include the position, roles & responsibilities a CV's for qualified and experienced personnel and should indicate start date and end date (including day, month and year) of required experience and provide certified copies of qualifications.

**Note to the tenderers: Qualifications obtained outside of South Africa must be accompanied by South African Qualification Authority verification letter.**

### a) Scoring of Qualifications

| | | **Principal Geohydrologist** |
|---|---|---|
| **Points (3)** | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | N/A |
| | 60 | A Bachelor's degree (BSC) in hydrology or geohydrology or geology or environmental science. |
| | 80 | An Honours degree in hydrology or geohydrology or geology or environmental science. |

| | | |
|---|---|---|
| | 100 | A Master's degree in hydrology or geohydrology or geology or environmental science. |
| **Points (3)** | | **1st Senior Geohydrologist** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | N/A |
| | 60 | A Bachelor's degree (BSC) in hydrology or geohydrology or geology or environmental science. |
| | 80 | An Honours degree in in hydrology or geohydrology or geology or environmental science. |
| | 100 | A Master's degree in hydrology or geohydrology or geology or environmental science. |
| **Points (3)** | | **2nd Senior Geohydrologist** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | N/A |
| | 60 | A Bachelor's degree (BSC) in hydrology or geohydrology or geology or environmental science. |
| | 80 | An Honours degree in in hydrology or geohydrology or geology or environmental science. |
| | 100 | A Master's degree in hydrology or geohydrology or geology or environmental science. |
| **Points (3)** | | **1st Junior Geohydrologist** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | N/A |
| | 60 | A Bachelor's degree (BSC) in hydrology or geohydrology or geology or environmental science. |
| | 80 | An Honours degree in in hydrology or geohydrology or geology or environmental science. |

| | | |
|---|---|---|
| | 100 | A Master's degree in hydrology or geohydrology or geology or environmental science. |
| **Points (3)** | | **2nd Junior Geohydrologist** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | N/A |
| | 60 | A bachelor's degree (BSC) in hydrology or geohydrology or geology or environmental science. |
| | 80 | An Honours degree in in hydrology or geohydrology or geology or environmental science. |
| | 100 | A Master's degree in hydrology or geohydrology or geology or environmental science. |
| **Points (3)** | | **Wetland Assessment Specialist** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | A Diploma in environmental management or biological science or natural science field. |
| | 60 | A Bachelor's degree (BSC) in environmental science or environmental management or biological science or natural science field and professional registration with the South African Council of Natural Scientist Professions. |
| | 80 | An Honours degree in environmental science or environmental management or biological science or natural science field. |
| | 100 | A master's degree in environmental science or environmental management or biological science or natural science field. |
| **Points (3)** | | **Aquatic Water Specialist (Fresh Water)** |
| | 0 | No qualification submitted or the qualification submitted is irrelevant. |
| | 20 | N/A |
| | 40 | A Diploma in environmental management or biological science or natural science field. |
| | 60 | A Bachelor's degree (BSC) in environmental science or environmental management or biological science or natural science field. |

| | | |
|---|---|---|
| | 80 | An Honours degree in environmental science or environmental management or biological science or natural science fields. |
| | 100 | A master's degree in environmental science or environmental management or biological science or natural science fields. |

## b) Scoring of key persons Experience

| **Key Person Role** | **Documents to be submitted or evidence required** |
|---|---|
| Qualified Principal Geohydrologist | Submitted an explicit Curriculum Vitae which includes the position, roles & responsibilities and duration (i.e. Date, month and year) in soil and ground water contamination assessment and development of contamination plans. |
| 1st Senior Geohydrologist | Submitted an explicit Curriculum Vitae which include the position, roles & responsibilities and duration ((i.e. Date, month and year) in soil and ground water contamination assessment and development of contamination remediation plans. |
| 2nd Senior Geohydrologist | Submitted an explicit Curriculum Vitae which includes the position, roles & responsibilities and duration (i.e. Date, month and year) in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| 1st Junior Geohydrologist | Submitted an explicit Curriculum Vitae which includes the position, roles & responsibilities and duration (i.e. Date, month and year) in soil and ground water contamination assessment. |
| 2nd Junior Geohydrologist | Submitted an explicit Curriculum Vitae which includes the position, roles & responsibilities and duration (i.e. Date, month and year) in soil and ground water contamination assessment. |
| Wetland Assessment Specialist | Submitted an explicit curriculum vitae which includes the position, roles & responsibilities and duration (i.e. date, month and year) in wetland assessment and development of wetland rehabilitation plan. |
| Aquatic Water Specialist (Fresh Water | Submitted an explicit curriculum vitae which includes the position, roles & responsibilities and duration (i.e. Date, month and year) in river health/ biomonitoring assessment. |

| | | |
|---|---|---|
| **Points (7)** | | **Principal Geohydrologist** |
| | 0 | Less than three years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 20 | Three years but less than four years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 40 | Four years but less than five years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 60 | Five years but less than six years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 80 | Six years but less than seven years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 100 | Seven or more than seven years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| **Points (6)** | | **1st Senior Geohydrologist** |
| | 0 | Less than two years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 20 | Two years but less than three years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 40 | Three years but less than years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 60 | Four years but less than five years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 80 | Five years but less than six years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 100 | Six or more than six years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| **Points (6)** | | **2nd Senior Geohydrologist** |
| | 0 | Less than two years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 20 | Two years but less than three years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans |
| | 40 | Three years but less than four years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 60 | Four years but less than five years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |

| | | |
|---|---|---|
| | 80 | Five years but less than six years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| | 100 | Six or more than six years of experience in soil contamination assessment, ground water contamination assessment and development of contamination remediation plans. |
| **Points (4)** | | **1st Junior Geohydrologist** |
| | 0 | Less than one year of experience in soil and ground water contamination assessment. |
| | 20 | One year but less than two years of experience in soil and ground water contamination assessment |
| | 40 | Two years but less than three years of experience in soil and ground water contamination assessment. |
| | 60 | Three years but less than four years of experience in soil and ground water contamination assessment. |
| | 80 | Four years but less than five years of experience in soil and ground water contamination assessment. |
| | 100 | Five or more than five years of experience in soil and ground water contamination assessment. |
| **Points (4)** | | **2nd Junior Geohydrologist** |
| | 0 | Less than one year of experience in soil and ground water contamination assessment. |
| | 20 | One year but less than two years of experience in soil and ground water contamination assessment. |
| | 40 | Two years but less than three years of experience in soil and ground water contamination assessment. |
| | 60 | Three years but less than four years of experience in soil and ground water contamination assessment. |
| | 80 | Four years but less than five years of experience in soil and ground water contamination assessment. |
| | 100 | Five or more than five years of experience in soil and ground water contamination assessment. |
| **Points (6)** | | **Wetland Assessment Specialist** |
| | 0 | Less than three years of experience in wetland assessment and development of wetland rehabilitation plan. |
| | 20 | Three years but less than four years of experience in wetland assessment and development of wetland rehabilitation plan. |
| | 40 | Four years but less than five years of experience in wetland assessment and development of wetland wrehabilitation plan. |
| | 60 | Five years but less than six years of experience in wetland assessment and development of wetland rehabilitation plan. |

| | | |
|---|---|---|
| | 80 | Six years but less than seven years' experience in wetland assessment and development of wetland rehabilitation plan. |
| | 100 | Seven or more than seven years' experience in wetland assessment and development of wetland rehabilitation plan. |
| **Points (6)** | | **Aquatic Ecologist (Fresh Water)** |
| | 0 | Less than three years of experience in river health/biomonitoring assessment |
| | 20 | Three years but less than four years of experience in river health/biomonitoring assessment. |
| | 40 | Four years but less than five years of experience in river health/biomonitoring assessment. |
| | 60 | Five years but less than six years of experience in river health/biomonitoring assessment. |
| | 80 | Six years but less than seven years of experience in river health/biomonitoring assessment. |
| | 100 | Six or more than seven years of experience in river health/biomonitoring assessment. |

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

# T2.2-05: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

.....

Represented by:

(Name and Surname)

.....

Was represented at the compulsory tender clarification meeting

| | | |
|---|---|---|
| Held at: | | |
| On (date) | | Starting time: |

**Particulars of person(s) attending the meeting:**

Name ..... Signature .....

Capacity .....

**Attendance of the above company at the meeting was confirmed:**

Name ..... Signature .....

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

Date .....

# T2.2-06: 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.

## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____ acting in the capacity of _____

_____, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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

## C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____

_____, an authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the

tender offer for Contract _____ and any contract resulting from it on

our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.
Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

## D. Certificate for Sole Proprietor

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

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

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

# T2.2-07: Record of Addenda to Tender Documents

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

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

# T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1. A valid Letter of Good Standing with the works man compensation.

Name of Company/Members of Joint Venture:

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

# T2.2-09: 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: _____

# T2.2-10: RFP Clarification Request Form

RFP No: **TPL/2026/03/0179/3214/RFP**

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 23rd September 2026

| | |
|---|---|
| TO: | Transnet SOC Ltd |
| ATTENTION: | Ntombikayise Mashaba |
| EMAIL | [Ntombikayise.mashaba2@transnet.net] |
| DATE: | _____ |
| FROM: | _____ |
| | _____ |

RFP Clarification No *[to be inserted by Transnet]* .....

**REQUEST FOR RFP CLARIFICATION**

_____
_____
_____
_____
_____
_____
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_____
_____
_____
_____

# T2.2-11 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. **Section 1: Name of enterprise:** _____
2. **Section 2: VAT registration number, if any:** _____
3. **Section 3: CIDB registration number, if any:** _____
4. **Section 4: CSD number:** _____
5. **Section 5: Particulars of sole proprietors and partners in partnerships**

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

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

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

Company registration number _____

Close corporation number _____

Tax reference number: _____

| |
|---|
| **Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.** |
| **Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.** |

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

**SBD 6.1**

## PREFERENCE POINTS CLAIM FORM

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

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## 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

| | POINTS |
|---|---|
| **PRICE** | **80** |
| **B-B-BBEE STATUS LEVEL OF CONTRIBUTION**<br>**B-BBEE Status Level of Contributor 1 or 2**<br>**30% Black Women-Owned entities** | **20** |
| **Total points for Price and B-BBEE must not exceed** | **100** |

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

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

(l) **Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

| **Selected Specific Goal** | **Number of points allocated (20)** |
|---|---|
| B-BBEE Level of contributor (1 or 2) | 10 |
| 30% Black Women-Owned entities | 10 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

## 4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

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

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

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ϒ Manufacturer
- ϒ Supplier
- ϒ Professional Service provider
- ϒ 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<br>1. ……..<br>2. …… | ……<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: …….. |

# BIDDER'S DISCLOSURE SBD 4

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise,

employed by the state? **YES/NO**

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

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

employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Position | Name of bidder |

# T2.2-12 Non-Disclosure Agreement

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

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

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

.....
.....

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

.....
.....

.....
.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

## 1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.4 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

1.5 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

1.6 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;

1.7 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.8 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person

other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.4 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.5 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 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.

# T2.2-13: RFP Declaration Form

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

   FULL NAME OF OWNER/MEMBER/DIRECTOR/
   PARTNER/SHAREHOLDER: ADDRESS:
   _____
   _____
   _____
   Indicate nature of relationship with Transnet:
   _____
   _____
   _____
   _____
   *[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*

   We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer

"Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of T2.2-16 "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.**

**An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net**

**For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.**

**All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.**

# T2.2-14: Request for Proposal – Breach of Law

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDERER

# T2.2-15 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

# T2.2-16 Service Provider Integrity Pact

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

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

**INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

**PREAMBLE**

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

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

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

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

**OBJECTIVES**

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.

## COMMITMENTS OF TRANSNET

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

Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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.

## OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

Transnet has a '**Zero Gifts'** Policy. No employee is allowed to accept gifts, favours or benefits.

Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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:

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

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.

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.

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.

The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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.

The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

• Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

• Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

• Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

• Principle 4: the elimination of all forms of forced and compulsory labour;

• Principle 5: the effective abolition of child labour; and

• Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

• Principle 7: Businesses should support a precautionary approach to environmental challenges;

• Principle 8: undertake initiatives to promote greater environmental responsibility; and

• Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

**INDEPENDENT TENDERING**

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.

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.

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.

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.

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.

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.

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.

## DISQUALIFICATION FROM TENDERING PROCESS

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

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.

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.

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

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.

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.

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.

## PREVIOUS TRANSGRESSIONS

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.

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

## SANCTIONS FOR VIOLATIONS

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

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

## CONFLICTS OF INTEREST

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.

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.

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.

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.

**DISPUTE RESOLUTION**

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 0 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.

**GENERAL**

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

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.

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

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

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

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

Signature ……

Date ……..

# T2.2-17: 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

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.

# T2.2-18 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 (...) 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 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/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

## 3. SOLE AGREEMENT

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

Signed at _____ on this _____day of _____ 20

Name: _____

Title: _____ Signature: _____

**XXXXX (Pty) Ltd**

(Operator)

Authorised signatory for and on behalf of Xxxx (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

Name: _____ Signature: _____

# T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

| **Is the Respondent** *(Complete with a "Yes" or "No")* | | | | | |
|---|---|---|---|---|---|
| **A DPIP/FPPO** | | **Closely Related to a DPIP/FPPO** | | **Closely Associated to a DPIP/FPPO** | |

| **List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.** | | | | | | |
|---|---|---|---|---|---|---|
| **No** | **Name of Entity / Business** | **Role in the Entity / Business** (Nature of interest/ Participation) | **Shareholding %** | **Registration Number** | **Status** (Mark the applicable option with an X) | |
| | | | | | **Active** | **Non-Active** |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

SIGNED at _____ on this _____ day of _____ 20___

| SIGNATURE OF WITNESSES | ADDRESS OF WITNESSES |
|---|---|
| 1 _____ | _____ |
| Name _____ | _____ |
| 2 _____ | _____ |
| Name _____ | _____ |

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

# T2.2-20 Supplier Declaration Form

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

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

**General Terms and Conditions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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 **YES** state the previous details below: | | | | |
| Trading Name | | | | |
| Registered Name | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | |

| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
|---|---|---|---|---|---|---|
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

| | | | | | |
|---|---|---|---|---|---|
| Your Current Company's VAT Registration Status | | | | | |
| VAT Registration Number | | | | | |
| If **Exempted from VAT registration,** state reason and submit proof from SARS in confirming the exemption status | | | | | |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. | | | | | |
| Company Banking Details | | Bank Name | | | |
| Universal Branch Code | | Bank Account Number | | | |
| Company Physical Address | | | | | |
| | | Code | | | |
| Company Postal Address | | | | | |
| | | Code | | | |
| Company Telephone number | | | | | |
| Company Fax Number | | | | | |
| Company E-Mail Address | | | | | |
| Company Website Address | | | | | |
| Company Contact Person Name | | | | | |
| Designation | | | | | |
| Telephone | | | | | |
| Email | | | | | |
| Is your company a Labour Broker? | Yes | | No | | |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc. | | | | | |
| How many personnel does the business employ? | Full Time | | Part Time | | |
| Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II. | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Most recent Financial Year's Annual Turnover | <R10Million **EME** | | >R10Million <R50Million **QSE** | | >R50Million **Large Enterprise** | | | | |
| 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**<br>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.<br>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 1st time. | YES ○ NO ○ |
| **SUPPLIER DEVELOPMENT PLAN**<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 ○ NO ○ |
| **DEVELOPMENT PLAN DOCUMENT**<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 ○ NO ○<br><br>*If Yes- Attach supporting documents |
| **ENTERPRISE DEVELOPMENT BENEFICIARY**<br><br>A supplier that is not as yet in our value chain that we are assisting in their developmental area. | YES ○ NO ○ |
| **SUPPLIER DEVELOPMENT BENEFICIARY**<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 ○ NO ○ |
| **GRADUATION FROM ED TO SD BENEFICIARY**<br><br>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with. | YES ○ NO ○ |
| **ENTERPRISE DEVELOPMENT RECIPIENT**<br><br>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention | YES ○ NO ○ |

**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,

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

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

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

| | |
|---|---|
| **Enterprise Name:** | |
| **Trading Name (If Applicable):** | |
| **Registration Number:** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):** | |
| **Nature of Business:** | |
| **Definition of "Black People"** | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –<br>(a) who are citizens of the Republic of South Africa by birth or descent; |

| | |
|---|---|
| | or<br>(b) who became citizens of the Republic of South Africa by naturalisationi-<br>i. before 27 April 1994; or<br>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |
| **Definition of "Black Designated Groups"** | Black Designated Groups means:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice 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 betweenR10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature: .....**

**Date: .....**

_____

**Commissioner of Oaths**

Signature & stamp

**APPENDIX D**

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

I, the undersigned,

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice 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 | **Level One** (135% B-BBEE procurement recognition | |
| At least 51% Black Owned | **Level Two** (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | **Level Four** (100% B-BBEE procurement recognition level) | |

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

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

**Deponent Signature: .....**

**Date : .....**

_____

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

# 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:

**Site Contamination Assessment at Transnet Pipelines Facilities (Pipeline, Depots and Pump Stations) During Emergency Spills for a Period of Three (3) Years, for Sites that are Located in KwaZulu-Natal Province on an "as and when required basis"**

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 | **Rate Based Contract** |
| Value Added Tax @ 15% is | **Rate Based Contract** |
| The offered total of the Prices inclusive of VAT is | **Rate Based Contract** |
| (in words) **Rate Based Contract** | |

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....

*(Insert name and address of organisation)*

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the *Employer*** .....

*(Insert name and address of organisation)*

Name & signature of witness .....

Date .....

.

## Schedule of Deviations

Note:

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

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

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*** | **For the *Employer*** |
|---|---|---|---|
| Signature | ..... | ..... | ..... |
| Name | ..... | ..... | ..... |
| Capacity | ..... | ..... | ..... |
| On behalf of | ..... *(Insert name and address of organisation)* | ..... *(Insert name and address of organisation)* | |
| Name & signature of witness | ..... | ..... | ..... |
| Date | ..... | ..... | ..... |

# C1.2 Contract Data

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

| Clause | Statement | Data |
|---|---|---|
| **1** | **General** | |
| | The *conditions of contract* are the core clauses and the clauses for main Option: | |
| | | **A: Priced contract with price list** |
| | dispute resolution Option | **W1: Dispute resolution procedure** |
| | and secondary Options | |
| | | **X1: Price adjustment for inflation** |
| | | **X2 Changes in the law** |
| | | **X17: Low service damages** |
| | | **X18: Limitation of liability** |
| | | **X19: Task Order** |
| | | **Z: *Additional conditions of contract*** |
| | | **Z1: Obligations in respect of Termination** |
| | | **Z2: Right Reserved by the Employer to Conduct Screening** |
| | | **Z3: Protection of Personal Information Act** |

| | | |
|---|---|---|
| | of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013) | |
| 10.1 | The *Employer* is: | **Transnet SOC Ltd** |
| | Address | Registered address:<br>**Transnet Corporate Centre**<br>**138 Eloff Street**<br>**Braamfontein**<br>**Johannesburg**<br>**2000** |
| | Having elected its Contractual Address for the purposes of this contract as: | **Transnet Pipelines, 202 Anton Lembede, Durban, 4001** |
| | Tel No. | **TBC** |
| 10.1 | The *Service Manager* is (name): | **TBC** |
| | Address | **Transnet Pipelines, 202 Anton Lembede, Durban, 4001** |
| | Tel | **TBC** |
| | e-mail | **TBC** |
| 11.2(2) | The Affected Property is | **Coastal Pipeline Network** |
| 11.2(13) | The *service* is | **Site Contamination Assessment (KZN Province)** |
| 11.2(14) | The following matters will be included in the Risk Register | **TBC** |
| 11.2(15) | The Service Information is in | **C3 Employer's Service Information** |
| 12.2 | The *law of the contract* is the law of | **the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.** |
| 13.1 | The *language of this contract* is | **English** |
| 13.3 | The *period for reply* is | **2 weeks** |
| **2** | **The *Contractor*'s main responsibilities** | (If the optional statement for this section is not used, no data will be required for this section) |
| 21.1 | The *Contractor* submits a first plan for acceptance within | **1 week of being issued with a task order** |

| | | |
|---|---|---|
| **3** | **Time** | |
| 30.1 | The *starting date* is. | **TBC** |
| 30.1 | The *service period* is | **TBC** |
| **4** | **Testing and defects** | **No additional data is required for this section of the *conditions of contract*.** |
| **5** | **Payment** | |
| 50.1 | The *assessment interval* is | **20th (twenty) day of each successive month.** |
| 51.1 | The *currency of this contract* is the | **South African Rand.** |
| 51.2 | The period within which payments are made is | **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.** |
| 51.4 | The *interest rate* is | **The prime lending rate of the Rand Merchant Bank of South Africa.** |
| **6** | **Compensation events** | **No additional data is required for this section of the *conditions of contract*.** |
| **7** | **Use of Equipment Plant and Materials** | **No additional data is required for this section of the *conditions of contract*.** |
| **8** | **Risks and insurance** | |
| 80.1 | These are additional *Employer's* 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 *Contractor)* caused by activity in connection with this contract for any one event is: | **Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.** |
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is: | **As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.** |
| 83.1 | Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000 | |

| | | |
|---|---|---|
| 83.1 | The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to: | **The Total of the Prices.** |
| 83.1 | For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to: | **The Total of the Prices.** |
| 83.1 | The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to: | **The Total of the Prices.** |
| **9** | **Termination** | **There is no Contract Data required for this section of the *conditions of contract*.** |
| **10** | **Data for main Option clause** | |
| **A** | **Priced contract with price list** | |
| 20.5 | The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than | **4 weeks.** |
| **11** | **Data for Option W1** | |
| W1.1 | The *Adjudicator* is (Name) | **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.*** |
| W1.2(3) | The *Adjudicator nominating body* is:<br><br>If no *Adjudicator nominating body* is entered, it is | <br><br>**The Association of Arbitrators (Southern Africa)** |
| W1.4(2) | The *tribunal* is: | **Arbitration** |
| W1.4(5) | The *arbitration procedure* is | **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)** |
| | The place where arbitration is to be held is | **Durban** |
| | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | <br><br>**The Chairman of the Association of Arbitrators (Southern Africa)** |
| **12** | **Data for secondary Option clauses** | |

| | | | | |
|---|---|---|---|---|
| **X1** | **Price adjustment for inflation** | **Fixed price for a duration of 12 months, thereafter applicable escalation applied.** | | |
| X1.1 | The *base date* for indices is | **August 2026 - Always One Month before Tender Closing Date.** | | |
| | The proportions used to calculate the Price Adjustment Factor are: | **proportion** | **linked to index for** | **Index prepared by** |
| | | **0.40** | **Labour (People)** | **The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.** |
| | | **0.15** | **Plant (Equipment)** | **The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.** |

| | | | | |
|---|---|---|---|---|
| | | **0.30** | **Fuel** | **The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.** |
| | | **0.15** | **Non-adjustable** | |
| | | **1.00** | | |
| **X2** | **Changes in the law** | **No additional data is required for this Option** | | |
| **X17** | **Low service damages** | | | |
| X17.1 | The *service level table* is in | **Refer to Service Information (Service Level Requirement)** | | |
| **X18** | **Limitation of liability** | | | |
| X18.1 | The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to | **Nil.** | | |
| X18.2 | For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to | **The deductible of the relevant insurance policy** | | |
| X18.3 | The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to | **N/A** | | |
| X18.4 | The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | **Total of the Prices.** | | |
| X18.5 | The *end of liability date* is | **3 years after the end of the *service period*.** | | |
| **X19** | **Task Order** | | | |
| X19.5 | The *Contractor* submits a Task Order programme to the *Service Manager* within | **One week of receiving the Task Order** | | |
| **Z** | ***Additional conditions of contract*** | | | |

| | | |
|---|---|---|
| **Z1** | **Obligations in respect of Termination** | |
| Z1.1 | | The following will be included under core clause 91.1:<br><br>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and<br><br>Under the second main bullet, insert the following additional bullets after the last sub-bullet:<br>• commenced business rescue proceedings (R22)<br>• repudiated this Contract (R23) |
| Z1.2 | Termination Table | The following will be included under core clause 90.2 Termination Table as follows:<br><br>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" |
| Z1.3 | | Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23." |

| | | |
|---|---|---|
| **Z2** | **Right Reserved by the *Employer* to Conduct screening** | |
| Z2.1 | | The *Employer* will conduct screening for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:<br><br>The following documents are needed from the company:-<br>✓ Company profile.<br>✓ Company registration documents.<br>✓ CSD registration document<br>✓ SARS tax pin document and VAT number.<br>✓ Professional Membership accreditation.<br>✓ Recent audited financial statements of the company.<br>✓ Company bank letter.<br>✓ Lease agreement if company is renting the business site or proof of ownership of the business premises.<br>✓ ID Copies of Directors.<br><br>In the event the *Contractor* is not cleared, the *Employer* will terminate the contract forthwith. |

| | |
|---|---|
| **Z3** | **Protection of Personal Information Act** |

| | |
|---|---|
| Z3.1 | The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act |

# C1.2 Contract Data

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

The tendering contractor is advised to read both the NEC3 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 *Contractor* is (Name): | |
| | Address | |
| | Tel No. | |
| | Fax No. | |
| 11.2(8) | The *direct fee percentage* is | **.....%** |
| | The *subcontracted fee percentage* is | **.....%** |
| 11.2(14) | The following matters will be included in the Risk Register | **.....** |
| 11.2(15) | The Service Information for the *Contractor*'s plan is in: | **.....** |
| 21.1 | The plan identified in the Contract Data is contained in: | **.....** |
| 24.1 | The key persons are: | |
| | 1 Name: | **.....** |
| | Job: | **.....** |
| | Responsibilities: | **.....** |
| | Qualifications: | **.....** |
| | Experience: | **.....** |
| | 2 Name: | **.....** |
| | Job | **.....** |
| | Responsibilities: | **.....** |
| | Qualifications: | **.....** |
| | Experience: | **.....** |
| | | **.....** |

| | | **CV's (and further key person's data including CVs) are in ……..** |
|---|---|---|
| **A** | **Priced contract with price list** | |
| 11.2(12) | The *price list* is in | **……** |
| 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 | 1 |
| C2.2 | Price List | 3 |

# 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 and defined terms** 11

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 Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify 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 *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan 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.

1.3.6 The staff rates shall include for all necessary protective clothing, standard equipment required

to carry out their duties.

1.3.7 Rates quoted in Part C2.2 of the Pricing Schedule are deemed to include for tools, consumables and all other equipment required to carry out the required scope of service.

1.3.8 The Contractor and their employees will be required to undergo a medical examination and safety induction on commencement of service and exit medical examinations on completion of contract.

1.3.9 The staff rates derived from the Part C2.2 which include Contractor's mark-up but excludes value added tax.

1.3.10 The Price List provided by the Contractor shall be on the based on the Price List provided by the Employer.

1.3.11 The Prices are obtained from the Price List, the prices includes for all direct and indirect such as (but not limited to) overheads, profits, risks, liabilities, obligations, subsistence allowances etc. relative to the contract.

1.3.12 Normal working hours considered as Monday to Friday 7:30 am to 4pm, thereafter overtime rate applicable, lunch hour excluded.

## 1.4 Fixed Price contract

1.4.1 This contract is for a 36 - month period. All costs will be fixed for 12 months, and thereafter, will be subject to escalation from the base date as stipulated in the Contract Data.

## 1.5 Expenses

1.5.1 All air travel shall be in economy class on a scheduled low cost airline.

1.5.1.1 Accommodation means a:

- bed and breakfast;
- guest house;
- self-catering; or hotel having a star rating of 1, 2 or 3 (Not exceeding R1,300.00 per night excluding VAT)

***Note:*** *A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.*

# C2.2 Price List

| Item No | Description | Unit | Rate |
|---|---|---|---|
| | | | |
| 1 | **Personnel** | | |
| 1.1 | Geo-hydrologist- principal (Normal Hours) | hour | |
| 1.2 | Geo-hydrologist- principal (After Hours) | hour | |
| 1.3 | Geo-hydrologist- Senior (Normal Hours) | hour | |
| 1.4 | Geo-Hydrologist- Senior (After Hours) | hour | |
| 1.5 | Geo-hydrologist- Junior (Normal Hours) | hour | |
| 1.6 | Geo-Hydrologist- Junior (After Hours) | hour | |
| 1.7 | Water Specialist ( Normal Hours) | hour | |
| 1.8 | Water Specialist ( After Hours) | hour | |
| 1.9 | Wetland Specialist (Normal Hours) | hour | |
| 1.10 | Wetland Specialist (After Hours) | hour | |
| 1.11 | Air Specialist - Senior ( Normal Hours) | hour | |
| 1.12 | Air Specialist- Senior (After Hours) | hour | |
| 1.13 | Air Specialist - Junior ( Normal Hours) | hour | |
| 1.14 | Air Specialist- Junior (After Hours) | hour | |
| 1.15 | Soil Agricultural Specialist (Normal hours) | hour | |
| 1.16 | Soil Agricultural Specialist (Normal hours) | hour | |
| 1.17 | GIS Specialist | hour | |
| 1.18 | Field Technician (Normal Hours) | hour | |
| 1.19 | Field Technician (After Hours) | hour | |
| | | | |
| 2 | **Vehicles and Equipment** | | |
| 2.1 | Light Duty Vehivle ( LDV) 1 ton 4x4 | day | |
| 2.2 | Light Duty Vehivle ( LDV) 1 ton 4x4 | km | |
| 2.3 | Light Duty Vehicle (LDV) 4x4 Double Cab | day | |
| 2.4 | Light Duty Vehicle (LDV) 4x4 Double Cab | km | |
| | | | |
| | **Equipment (To Be Charged Only When No Laboratory Testing of Samples Are Required)** | | |
| 2.5 | Photo-ionisation Detector | Day | |
| 2.6 | Oil/Water Interface Probe | Day | |
| 2.7 | Disposable Bailer | No. | |
| 2.8 | Multi-parameter probe | Day | |
| 2.9 | Peritatic sampling pump | Day | |
| | | | |
| 3 | **Monitoring Well Drilling (All Inclusive Cost, Including Labour, Equipment and Consumables)** | | |
| 3.1 | Drilling rig & support vehicles Establishment | km | |
| 3.2 | Mechanical Drilling 140mm including Construction | Meter | |

| | | | |
|---|---|---|---|
| 3.3 | Mechanical Drilling 95mm including Construction | Meter | |
| 3.4 | Supply and installantion of 110mm OD PVC casing Including filter sand and Bentonite Seal | Meter | |
| 3.5 | Supply and installation of 63mm OD PVC Casing filter sand and bentonite seal | Metre | |
| 3.6 | Galvanised Standpipe & Marker Post installed | Number | |
| 3.7 | Supply & Installation of Composite Road Boxes | Number | |
| | | | |
| **4** | **Water Sampling And Analysis (All Inclusive Costs, Including Equipment and Consumables, But Excluding Man Hours for Sampling and Report Writing)** | | |
| 4.1 | Screening for Gasol Range Organics, Diesel Organic Range: (1,2,3 Trimethylbenzene and 1,3,5-Trimethylbenzene) | Sample | |
| 4.2 | *BTEXMN* (Benzene, toulene, ethylbenzen,xylene,mtbe,naphthalene) | Sample | |
| 4.3 | *TPH Alkanes* (C7-C9; C10-C14; and C15-C36) | Sample | |
| 4.4 | JET Fuel/AVGAS | Sample | |
| 4.5 | Total Organic Carbon | Sample | |
| 4.6 | *MNA Paratmeters* (Ferrous iron (Fe2+), Mn, Nitrate, Sulphate & Methane) | Sample | |
| 4.7 | Fingerprinting of Free phase | Sample | |
| 4.8 | ABR. SANS 241- Alk, pH, EC, Colour, Turbidity, total hardness, Cl, Cu, Ca, Mg, F, Pb, No3, No2, combined No3&No2 ratio. Fe.Mn,SO42,E.Coli, Total, Coliforms, Total Colony County | Sample | |
| | | | |
| **5** | **Soil Contamination Sampling and Analysis (All Inclusive Costs, Including Equipment And Consumables, But Excluding Man Hours for Sampling and Report Writing)** | | |
| 5.1 | *Screening for Gasol Range Organics, Diesel Organic Range*: (1,2,3 Trimethylbenzene and 1,3,5-Trimethylbenzene) in mg/kg | Sample | |
| 5.2 | *BTEXMN* (Benzene, toulene, ethylbenzen,xylene,mtbe,naphthalene) in mg/kg | Sample | |
| 5.3 | *Total Petroluem Hydrocarbons Alkanes* (C7-C9, C10-C14, and C15-C36) in mg/kg | Sample | |
| 5.4 | Tert-amyl methyl ether (TAME) in mg/kg | Sample | |
| 5.5 | *Aromatics* (Pyrene, Benzo (a) pyrene, Methyl Tertiary-Butyl Ether (MTBE) mg/kg | Sample | |
| 5.6 | *Metals and Organics:* Arsernic, cadmium, chromium, Manganase, Mercury | Sample | |
| 5.7 | *Screening for Anions*: Chlorides, Fluorides, Nitrates-nitrate and sulphates | Sample | |
| | | | |
| **6** | **Soil Fertility Sampling and Analysis (All Inclusive Costs, Including Equipment and Consumables, but Excluding Man Hours For Sampling And Report Writing)** | | |
| | Nitrogen (N), Phosphorus (P), and Potassium (K), Calcium (Ca), Magnesium (Mg), Sulfur (S), Iron (Fe), Manganese (Mn), Boron (B), Zinc (Zn), PH and Electrical conductivity (EC) to measure total soluble salts and cation exchange capacity (CEC | Sample | |
| | | | |

| | | | |
|---|---|---|---|
| **7** | **Data Interpretation and Report Writing For Soil And Water Sampling (All Inclusive Cost of Activities Required To Produce The Report Including Man Hours)** | | |
| 7.1 | Data Interpretation & Reporting 1 to 5 samples | Event | |
| 7.2 | Data Interpretation & Reporting 6 to 10 samples | Event | |
| 7.3 | Data interpretation & Reporting 11-20 samples | Event | |
| 7.4 | Data interpretation and reporting 21-30 samples | Event | |
| | | | |
| **8** | **Air Quality (all inclusive costs, including equipment and consumables, but excluding Man Hours for sampling)** | | |
| 8.1 | Radiello Analysis (VOCs) | sample | |
| | | | |
| | **Data Interpretation and Report Writing For Air Quality (All Inclusive Cost of Activities Required to Produce the Report Including Man Hours)** | | |
| 8.2 | Data Interpretation & Reporting 1 to 5 samples | Event | |
| 8.3 | Data Interpretation & Reporting 6 to 10 samples | Event | |
| | | | |
| **9** | **Sundries** | | |
| 9.1 | Accommodation | Person / Day | |
| | | | |
| **10** | **Other Activities** | | |
| 10.1 | Borehole Yield Test > 8 Hrs up to max 24 Hrs duration. | Per BH | |
| 10.2 | Borehole Yield Test report writing | Per Site | |
| 10.3 | Compilation of safety file | No. | |
| | | | |
| | | | |

# PART C3: SERVICE INFORMATION

| Document reference | Title | No of pages |
|---|---|---|
| | This cover page | 1 |
| C3.1 | *Service Information* | 16 |
| | Total number of pages | 19 |

## SECTION 1

# 1 Procurement

## 1. Code of Conduct

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

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

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

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

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
   - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
   - Employees must not accept or request money or anything of value, directly or indirectly, to:
     - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
     - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
     - Gain an improper advantage.
   - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
     - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
     - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
   - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
     - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
     - Collusion;
     - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);

- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

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

**Conflicts of Interest**

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

## 2. The *Contractor's* Invoices

1.2.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

1.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

1.2.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor*'s VAT Number; and

The Contract number

The invoice contains the supporting detail.

1.2.4 The invoice is presented either by post or by hand delivery.

1.2.5 Invoices submitted by post are addressed to:

Transnet Pipelines
PO Box 3113
Durban
4001

1.2.6 Invoices submitted by hand are presented to:

Transnet Pipelines
202 Anton Lembede Street
Durban

For the attention of Sebenzile Rukidi, Senior Contract Manager, Transnet Pipelines. Invoices to be submitted by the 21st of the relevant month and must be attached to the relevant month end statement.

1.2.7 The invoice is presented as an original.

## Section 2

## 1. Background

Transnet Pipelines (TPL), a division of Transnet Limited, owns, operates and maintains approximately 3,586 km of underground liquid and gas pipelines traversing KwaZulu-Natal, Gauteng, Free State, Mpumalanga and North-West Provinces. The pipelines contain various petroleum products such as crude oil, aviation turbine fuel (avtur), petrol, diesel and other partially refined products as well as methane rich gas. Refer to Figure 1 for the pipeline network.

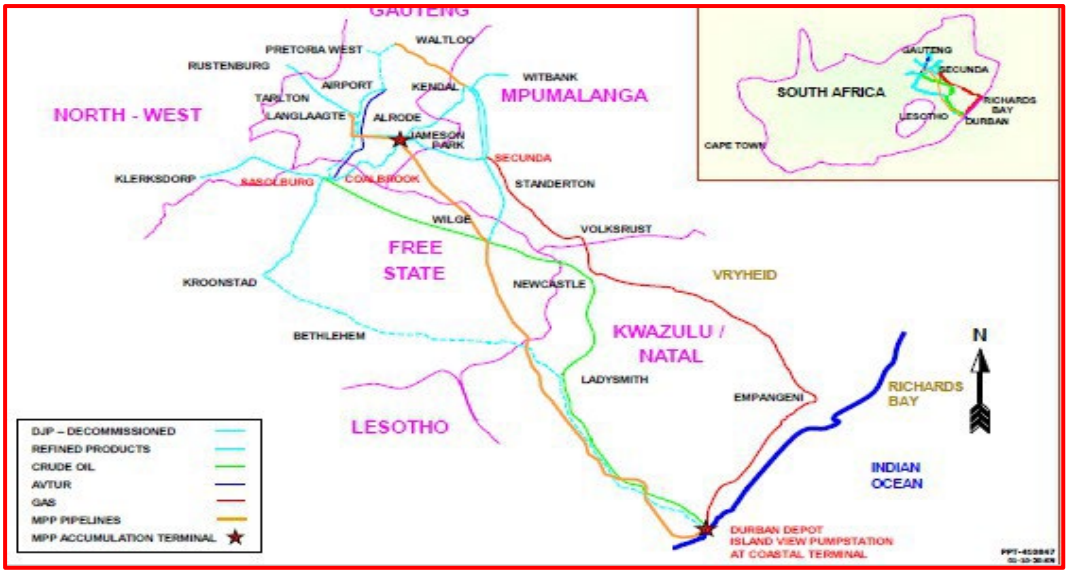


*Figure 1: Transnet Pipeline Network*

The Contractor required for this service is for emergency situations of sites that are or will be located along the pipelines network and depots, pump stations and workshops in KwaZulu-Natal Province.

Transnet Pipelines acknowledges its responsibility in terms of the Constitution of the Republic of South Africa (Act 108 of 1996), the National Environmental Management Act (No. 107 of 1998), the National Environmental Management: Waste Act (No. 59 of 2008) and the National Water Act (No. 36 of 1998) which, amongst others, enshrine environmental rights for the people of South Africa, and promotes integrated environmental management.

Transnet Pipelines is committed to ensuring that the remediation and rehabilitation of contaminated sites is undertaken in a sustainable and responsible manner and that all significant environmental and human health risks are identified and sufficiently addressed to reduce the risk to an acceptable level.

To this end, Transnet Pipelines seeks to appoint *Contractor* with relevant knowledge, competence and experience to provide specialist services for the following:

The purpose of this document is to outline the Scope of Work that is required for site contamination assessment and development of remediation plans after an emergency incident at any TPL facility and/or along the pipeline route.

## 2. Employer's objectives

The *Employer's* objective is to enter into a Contractor with the preferred bidder with a Contractor to provide specialist services across Transnet Pipelines, to determine whether spilled fuel product from its pipeline networks and operations during emergency spills has the potential to cause significant risk to human health and the environment.

The *Employer's* main objective is to understand the level of risk to human health and the environment, the requirements to reduce the risk to an acceptable level and to ensure that the site can be closed out with the Department of Forestry Fisheries and Environmental Affairs, as well as the cost and time to undertake these mitigation measures. Therefore, Transnet Pipelines desires to appoint the experienced and competent Contractor in the field of environmental site contamination assessments and development of remediation plan.

## 3. Description of Services

Transnet Pipelines seeks to appoint a *Contractor* with relevant knowledge, competence and experience to provide specialist services for the following:

a) A risk-based Site Contamination Assessment after an emergency incident at any Transnet Pipelines facility and/or along the pipeline route
b) An independent monitoring of sites undergoing remediation and rehabilitation.

TPL wish to understand the following:

i. Which sites require immediate remediation.
ii. Which sites do not present an immediate risk, but measures are required to address the monitoring and management of the risk.
iii. What are the most cost-effective remedial options.
iv. The remedial options with respect to cost, time, complexity, space constraints and efficiency of remedial technology.
v. The Management, Remediation and Rehabilitation of the sites.

Transnet Pipelines is responsible for containing, recovering, remediate and rehabilitating the impacted areas to as close as is reasonably possible to its original state and/or for future land use. Transnet

Pipelines is committed to ensuring that the containment, recovery, remediation and rehabilitation is undertaken sustainably; in a responsible manner; and that all environmental and human health risks are identified and sufficiently managed to avoid and/or minimise the impacts associated with an incident.

Transnet Pipelines believes that good quality site contamination assessments are critical to understanding the degree and extent of the contamination, the risks posed to human health and the environment and understand the remediation and rehabilitation to be undertaken to restore the impacted site in a cost effective and sustainable manner.

A need therefore exists to undertake risk-based site assessments of the contaminated sites to determine whether the site:

(i) presents a risk to human health and/or the environmental and needs to be remediated immediately or within a specified period.

(ii) does not present an immediate risk but measures are required to address the monitoring and management of the risk.

(iii) identify cost effective remedial options; and evaluate the remedial options with respect to cost, time, complexity, space constraints and efficiency of remedial technology

## 3.1 Risk-based Site Contamination Assessments

3.1.1. The focus of this scope is to:

3.1.1.1. Undertake a risk-based assessment of a contaminated site as per the Department of Environmental Affairs Framework for the Management of Contaminated Land (2010) or other similar internationally recognized Standards and/or Guidelines.

3.1.1.2. The Site Assessment Study must be carried out in a phased approach. At the end of each phase a report is to be submitted to the Employer that contains the requirements listed hereunder.

3.1.1.3. The study must be undertaken as per Section 37(2)(a) of the National Environmental Management Waste Act 59 of 2008 to determine whether the site:

i) presents a risk to human health and/or the environmental and needs to be remediated immediately or within a specified period.

ii) does not present an immediate risk but measures are required to address the monitoring and management of the risk.

iii) Identify cost effective remedial options; and

iv) Evaluate the remedial options with respect to cost, time, complexity, space constraints and efficiency of remedial technology

3.1.1.4. The appointed *Contractor* shall be required to provide:

All services necessary to deliver the scope of work as set out below, including but not limited to:

i. Specialist studies and investigations including modelling, mapping and simulations; Preparation of required reports, plans and procedures.
ii. Supervision of the construction of boreholes, monitoring wells and/or piezometers, as applicable.
iii. Drilling must be conducted by credible drilling contractor/personnel.
iv. Drilling positions must be strategically determined based on source, plume, background and receptor locations.
v. Survey of all boreholes, monitoring boreholes, piezometers etc to a local datum to determine the groundwater flow direction.
vi. Record the static water level and the thickness of Light Non-Aqueous Phase Liquid if any, in all boreholes.
vii. Conduct a bail test to determine hydraulic conductivity of the saturated zone.
viii. Collect water samples from each of the newly drilled boreholes as well as old monitoring boreholes to determine the dissolved phase groundwater concentrations.
ix. All samples must be submitted to a laboratory that is accredited with South Africa National Accredited Standards of Accreditation for petroleum hydrocarbons or organics analysis.
x. Conduct borehole yield test on an as and when required basis as requested by TPL.
xi. Engagement with key stakeholders and relevant authorities as and when requested by the Employer.
xii. Ensure that all relevant legislation is taken into consideration, and that plans and procedures are aligned with these where required.
xiii. The Contractor shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion, that services and reports are of good quality and that all deliverables as set out are met.
xiv. The Principal Geohydrologist must review the reports and ensure good quality prior to submission to the Employer for review.

Project management shall include as a minimum the following where relevant:

a) Project planning and management of all project tasks and deliverables.
b) Hold project planning and coordination meetings.
c) Attend the *Employer's* formal project progress meetings.
d) Manage specialist investigations and activities.
e) Manage review processes.
f) Provide all required Reports.
g) Liaise with *Employer*.

## 3.2 Detailed Scope of Professional Services Required for Risk-based Site Contamination Assessments

The *Contractor* shall provide all management and specialist services that may be required to deliver the following:

### *3.2.1 Phase 1 – Preliminary Site Assessment and Report*

A preliminary site investigation will typically take place where the source and the contaminants of concern may be unknown. Where a pipeline leak is identified this step may be consolidated into a Phase 2 Assessment however, the information is important for the notification of the Authorities.

A Preliminary Site Assessment will generally comprise of:

a) A Desk Top Study
b) Detailed site inspection
c) Interviews with neighbours, workers (past and present), managers etc.
d) Data evaluation
e) Development of an initial Conceptual Site Model
f) Identification of initial potential risks, uncertainties and limitations
g) Initial containment and recovery recommendations to minimise the migration of the product and the environmental impacts associated with containment activities especially in sensitive areas like wetlands.

A Phase 1 assessment requirements must include but not limited to the following:

h) A site description - locality and size
i) Local topography, geology, drainage, surface cover, vegetation, ecological processes
j) Nature and extent of contamination
k) Contaminants of Concern
l) Historical activities
m) Current activities
n) Description of the current conditions of the site and the contents and results of previous assessment reports if any
o) Concentrations of contaminants
p) Groundwater Hydro-census up to 2km radius from the site - Status of groundwater, yield and depth to water table.

q) Proximity of contaminated site to surface water bodies (including the delineation of a Wetland)

r) Proximity of contaminated site to drinking water supplies

s) Annual rainfall and flood potential

t) Land and water use for site and nearby areas

u) Current land use and future land use

v) Current condition of the site and contents and results of previous assessments

w) Stakeholder Engagement

x) Any requirement/s as Regulated by the Minister under Section 69 (u) and (v) of the Waste Act (2008)

y) The Conceptual Site Model must describe the environmental setting, potential areas of concern, associated contaminants, migration pathways, potential receptors and exposure routes. The Conceptual Site Model is an iterative process and will be revised / expanded as more detailed information becomes available. The Conceptual Site Model must include a discussion in appropriate detail so that the employer can clearly identify the source, pathway and receptor linkages and risks that may require further assessment or management. The Conceptual Site Model must include Nature, extent and concentration of the contaminants, contamination migration pathways, fate and transportation modelling and assessment, potential receptors, exposure routes and uncertainties and/or limitations

z) A preliminary Risk Assessment to identify whether there is a risk to surface and groundwater bodies and the sensitivity of the water resource to pollution.

### *3.2.2 Phase 2 – Detailed Site Assessment and Report*

3.2.2.1. The Phase 2 investigation is a detailed site investigation and involves the collection and evaluation of site-specific data. The collection of data may be through sampling and analysis of soil, air, groundwater and surface water to characterize the site and the nature and extent of the contamination.

In some instances where a Phase 1 Assessment has been undertaken this information will be used to refine the Conceptual Site Model.

This information is used to identify potential and actual risks to human health and the environment.

i. It entails the characterization of the contamination and site conditions.

ii. Characterization of the type, extent and level of contamination on the site

iii. Definition and delineation of the horizontal and vertical extent of the contamination and identification of the boundary of the contamination plume.

iv. Contamination migration pattern and rate

v. Estimate of the volume of contaminated soil and volume of product within the soil.

vi. Determine the extent to which the groundwater has been contaminated including an estimate of the volume.

vii. The potential health and environmental impacts of the site (air, water and soil).

viii. The nature of the samples collected, the sampling procedures followed including Quality Assurance and Quality Control.

ix. Analysis undertaken, methodologies used and laboratory Quality Assurance and Quality Control procedures including laboratory certificates and appropriate accreditation listings

x. Sampling and analysis quality control plan to ensure that the required number of samples and locations of all media are collected are representative and sufficient to address gaps identified and uncertainties in the Conceptual Site Model so that the information obtained allows for reliable site management decisions.

xi. Quality Assurance and Quality Control Plan

xii. Sampling strategy – Sampling and Analysis Quality Plan

xiii. Fate and Transport Model

xiv. Risk Assessment to human Health and the environment of all vectors i.e. soil, water and air

xv. Develop relevant site-specific remediation targets to protect receptors.

xvi. Refinement of the Phase I Conceptual Site Model

xvii. Stakeholder Engagement

3.2.2.2. The Detailed Site Assessment Report must contain the data quality objectives, quality assurance and quality control plan, data evaluation, refinement of the Conceptual Site Model and identification of risks, limitations and uncertainties.

3.2.2.3. Site Assessments and remediation are by their very nature costly. Therefore, Transnet believes that a holistic, tiered risk-based approach based on international best practice be adopted.

3.2.2.4. The three key components of a contaminated site that need to be understood are the source, pathway and receptor (human or ecological). A risk only occurs when there is an exposure to the receptor/s to understand the linkages and

exposure a conceptual site model must be developed that depicts the pathways between source and receptor.

### 3.2.3 *Phase 3 – Site Remediation Objectives and Plan*

3.2.3.1. Develop Site Remediation Objectives/Criteria and a Site Remediation Plan for the remediation of the site. The remediation technology/s must be able to achieve these objectives/criteria.

The site remediation plan must be prepared as follows:

i. Develop remediation objectives/criteria, targets and Key Performance Indicators that ensure the site will be suitable for its current or future land-use that will pose acceptable risk to human health or the environment either on-site or off-site.
ii. Detailed documented procedures to achieve the remediation objective.
iii. Establish safeguards and contingency for safe implementation of all remedial activities.
iv. Develop the Quality Assurance and Control monitoring plan that will ensure compliance to the remediation plan.
v. Assessment of the remediation options to select the preferred most cost-effective technology for the remediation of the site, and time estimates to remediate the site.
vi. Develop site monitoring strategy where no risk is identified inclusive of relevant Site-Specific Target Levels, costs and timeframes for the work.
vii. Develop a Remediation Action Plan where site is required to be remediated.

## 3.3. Reports Compilation

3.3.1. At the end of each Phase the Contractor will submit to the Employer an electronic copy. The Report must contain the information as described in the Department of Environmental Affairs Framework for the Management of Contaminated Sites (2010) for each Phase namely:

3.3.1.1. Phase 1 Report

i. Executive Summary
ii. Introduction
iii. Site Plans
iv. Site History
v. Site Condition and Surrounding Environment
vi. Geology, Hydrology and Hydrogeology (Regional and Site Specific)

vii. Background Soil and Groundwater Quality
viii. Conceptual Site Model
ix. Sampling and Analysis Quality Plan
x. Laboratory Analysis including Quality Assurance and Quality Control
xi. Results
xii. Risk Assessments (Human Health and Ecological)
xiii. Mitigation Measures to Reduce the Risk to acceptable Standards
xiv. Stakeholder Engagements
xv. Conclusions
xvi. Recommendations

3.3.1.2. The consultant is to present the work undertaken, results of the Risk Assessment, Scope of Work for Phase 2 with associated and Cost to the Employer after the submission of the report.

3.3.1.3. Phase 2 Report

i. Executive Summary
ii. Introduction
iii. Summary of Phase I Reporting
iv. Investigation of Site Geology, Hydrology and Hydrogeology
v. Refinement of Phase I Conceptual Site Model
vi. Sampling and Analysis Plan and Sampling Methodology
vii. Field Quality Assurance and Quality Control
viii. Laboratory Quality Assurance and Quality Control
ix. Site Characterisation
x. Results
xi. Risk Assessments (Human Health and Ecological)
xii. Mitigation Measures to Reduce the Risk to acceptable Standards
xiii. Stakeholder Engagements
xiv. Conclusions
xv. Recommendations and Costs to move to Phase III

3.3.1.4. The report must conclude whether:

i. Further clean up measures are required and the type of clean up measures with costs are required.
ii. Remediation measures must take place immediately or over a period of time.

iii. Management measures must be applied and the type of management measures.

iv. On-going monitoring is required or a combination of the above

v. The report must identify the most sustainable remediation option/s based on environmental, economic and social indicators so that optimum remediation option is selected

vi. The evaluation of the options must be carried out by using a Multi Criteria Analysis. Some of the criteria to be used in the Multi Criteria Analysis are cost, complexity, time, space, social impact and efficiency of the remedial technology.

vii. All proposed remediation must be based on the principles of sustainable remediation as defined in SURF-UK (Surface–Subsurface flow models) or similar internationally recognised standard on sustainable remediation.

viii. The consultant is to present the work undertaken, results of the Risk Assessment, Scope of Work for Phase 3 with associated and Cost to the Employer in Power Point.

### 3.3.1.5. Development of Site Environmental Remediation and Rehabilitation Plan

The appointed Contractor will be required to develop the site contamination remediation plan for sites that require active remediation. A site contamination remediation plan is a formal document detailing the strategy for cleaning up hazardous substances on a site to meet regulatory requirements and protect human health and the environment. It outlines the identification of contaminants, the selected remedial technologies (such as excavation or bioremediation), the steps to implement the cleanup, and validation methods to confirm the work's effectiveness.

The Remediation Plan must meet the requirements of the Department of Environmental Affairs Framework for the Management of Contaminated Land (2010).

(a) Purpose of a Remediation Plan

i. Risk Reduction: To minimize the potential harm to human health and the environment posed by contaminants.

ii. Regulatory Compliance: To meet legal and regulatory standards for site cleanup before a site can be safely used for other purposes.

iii. Site Redevelopment: To allow for the safe and sustainable reuse or redevelopment of contaminated land.

(b) The remediation plan must contain the following information as a minimum.

i. Contact details of all key personnel, consultants, contractors and authorities i.e. telephone numbers – work and cellular. Email address/s, physical address

ii. Site Investigation Data: This includes data from preliminary and detailed site investigations that identify the type, extent, and migration characteristics of contaminants in soil, groundwater, or other media.

iii. Identification, quantification and characterization of the materials to be treated/removed

iv. Identification of the proposed clean up criteria and methods. Remedial Options Appraisal (ROA): An analysis of potential remediation technologies and strategies, such as: Excavation and Disposal/Treatment: Removing contaminated soil or materials for off-site disposal or treatment, In-Situ Treatment which entail treating contaminants on-site using methods like bioremediation (using microorganisms) or chemical treatment, Containment: Establishing barriers or other physical measures to isolate contaminants.

v. A summary of remedial options that were evaluated and the method to select the preferred remedial strategy

vi. The selected clean up method and its technical feasibility with cost

vii. The control measures to minimize fugitive emissions, surface water control and worker health and safety

viii. Identification of the fate of residual contaminants

ix. Identification of remedial verification and long-term monitoring plans.

### 3.4. Stakeholder engagement for data collection

Stakeholder Engagement: Involving relevant parties, such as environmental engineers, geologists, Transnet Pipelines Employees, property owners, regulatory bodies, and community representatives, to ensure a collaborative and transparent process.

## 4. Service Level Requirement

The performance levels or effective service response of the *Contractor* will ensure that the work is delivered on time and its of good quality. The Contractor must ensure that the site visit for data collection is undertaken within 36 hours (between Monday and Friday) after the notifications from the Service Manager. In the event that the incident occurs in a weekend or a holiday, the nature and the significant of the incident will be assessed to determine if the sampling can be undertaken within the next normal working day (i.e. Monday-Friday). The Service Manager will communicate with the appointed Contractor. The Contractor must ensure that the reports are finalised and submitted to the Employer as per the timeline in Table 1. The timeline in the table and the quality of reports will be used to measure the performance. In the event wherein the Authorities required the reports to be submitted within a shorter period than the one outlined in table 1, the Contractor will be expected to adhere to the timelines from the Authorities.

| REPORT | TIMELINE FOR SUBMISSION |
|---|---|
| Preliminary site assessment | 36 hours after the initial site visit |
| Phase 1 Site Assessment Report | 30 working days from the date of the site visit for sampling |
| Phase 2 Site Assessment Report | 30 Working days from the date of finalization of Phase 1 report |
| Ongoing Ground Water Monitoring Reports | 30 working days from the date of site visit and sampling |

**Table 1:** Reports submission timelines

## 5. Health and Safety Requirements

The appointed Contractor shall at all times comply with Safety, Health and Environmental Requirements prescribed by law and Transnet Integrated Management System Procedures (i.e. Contractor Health and Safety Specification Guideline) as they may apply to the services. The Contractor shall comply with the provisions of OHSA and Construction Regulations and performs duties of the employer and is in every respect responsible for compliance with the provisions of the act. The Contractor will be responsible for the safety, health and environmental rules that TPL may require to be implemented. The service provider shall ensure that no employees or persons working on his/her behalf are allowed to enter any remediation site, unless that employee or person has undergone safety, health and environmental induction pertaining to the hazards prevalent to the site at the time of entry.

The appointed Contractor will furnish the Employer with the required Health and Safety file for approval prior to commencement with the Contract. Once the Contractor's Health and Safety file is approved, a site access certificate will be issued to access the Transnet Pipelines facilities and to work along the servitude. The Employer will conduct induction for the Contractor's employees, only then Contractor employees will be eligible to work on Transnet Pipelines facilities and to work along the servitude.

The required documentation includes, but not limited to the following:

i. Site specific organogram of reporting structure.

ii. *Contractor* Scope of Services or *Service Information.*

iii. A Valid letter of Good Standing with the Compensation Fund.

iv. Proof of Public Liability Insurance / Environmental Impairment Insurance.

v. Mandatory Agreement - In terms of section 37(2) of the OHSA, *Contractor* to sign an agreement with Transnet Pipelines.

vi. Contract Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.

vii. Management Plans – e.g. approved Health and Safety Plan, Environmental Management Plan, *Contractors* Emergency Response Procedures that set out its procedures for fire, spill response, explosion, and other relevant emergency response procedures.

viii. Valid medical certificate of fitness done by an Occupational Health Practitioner and training matrix of employees.

ix. Incident/Accident Management Procedure including reporting, recording and investigation of incidents and accidents, Register of IOD's and Register of reportable injuries to the Provincial Director.

x. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor (CR 7(1)(c)(v) Subcontractor appointment and CR 5.1(k) Principal Contractor appointment.

xi. Method statement, safe work procedures to be generated for each specific task to be performed on the contract/ project i.e., drilling of monitoring wells, collection of soil and water samples etc.

## 6. General Requirements

The *Contractor* in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any. The Contractor must appoint and manage specialist studies as requested by Transnet Pipelines and authorities. The travelling mileage (round- trip) per site from the Contractor's offices must not exceed 800 km.

## 7. Ownership of Data and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document