

ANNEXURE A

PART: SCOPE OF SERVICES

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	<i>Employer's</i> Scope of Services	17
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SECTION 1

1. Description of the *Project Background*

1.1 Executive overview

1.1.1 Background

There are sixteen class 38 000 locomotives allocated to Ogies. They are used to haul coal between mines, power stations and shunting yards on a twenty-four-hour, seven-day basis. Each locomotive is sent to Witbank once per week to be fuelled. The sand boxes are filled the locomotive s receive a full inspection by the Witbank staff before it is sent back to Ogies for service. The haulage time from Ogies to Witbank and back is 3 hours. By providing a combined sanding, refuelling, A/B examination facility in Ogies will reduce the lost traveling time of the 38 000 Diesel Locomotive to Witbank, any minor faults that occur on the 38 000-class locomotive also have to be referred to the Witbank depot for attention. An alternative operation is that maintenance staff often must travel from Sentrarand to Ogies to perform. fault repairs on locomotives resulting in work delays at Sentrarand depot.



Fig. 1: Status quo of the site



Fig. 2: Stagnant water on site

The main construction activities include but not limited to the following: -

- Track work
- Locomotive preparation workshop
- Workshop Annex
- Centralised bulk storage
- External works

The project consists of a valid EA and is attached to this scope of works as an annexure.

1.1.2 The *scope of services*

The *Services* comprise the following:

The task is for the appointed Service Provider to conduct a wetland delineation study and a Geohydrological study for the Diesel refuelling facility being constructed in Ogies. The study was recommended by DWS in order to validate the existence of the wetland on the development site. The

appointed Service Provider will be required to conduct the studies and compile separate reports that would meet the submission requirements for submission to DWS, the process run parallel to each other.

1.1.2.1. Preparation for the field/ site visit (desktop study)

Some data collection is recommended prior to the first site visit. This is specifically to aid in the assessment of the Reference State condition, as well as to guide the assessment in terms of intensity and extent of impacts. In particular, aerial photographic or high-resolution satellite imagery (such as from Google Earth) is recommended, as often area estimations are difficult to conduct on the ground. This is particularly the case if the landscape is very flat and no suitable vantage point (such as up the side of a steep valley slope) can be found. Often such assessments would be done in conjunction with RHP surveys, and the additional information and expertise available from these up- and downstream assessments should be considered. However, the responsibility to ensure that all required information is gathered remains with the appointed *Service Provider*.

1.1.2.2. Field assessment (Wetland delineation study)

The following steps and information should be assessed and recorded during the site visit (field assessment), using the WETLAND-IHI field forms. This field assessment should be completed. The field data are then put into the EXCEL-based WETLAND-IHI model, and this calculates the PES scores for the system.

Step 1: site information

The following information should be provided on the first page of the field forms ("Site Info"):

- Site name;
- Location (GPS co-ordinates);
- The 1:50 000 topo map reference;
- The EcoRegion the site is located in;
- The dominant geology of the site (if available – information can be obtained from 1:250 000 geological series maps);
- The recorder/assessor conducting the WETLAND-IHI assessment; and
- The date of the survey.

A sketch map and notes of the site must be made in the space provided. Comments on the access and contact details of the landowner, if applicable, should also be noted.

Step 2: Classify wetland type.

Step 2 is the second page of the Excel model. Although there are a number of wetland types, at present the WETLAND-IHI model is only designed to evaluate two HydroGeomorphic (HGM) wetland types; namely floodplain and channelled valley bottom wetland types.

To determine the REFERENCE STATE, a consideration of what the site would have looked like in the absence of any on-site and catchment landuse, hydrology, geomorphology and water quality alterations or impacts. In the case of this tool (which is only appropriate for naturally channelled valley bottom and floodplain wetlands), an assessment of whether valley bottom system was naturally a channelled system under Reference conditions needs to be conducted. Unchannelled valley bottoms can occasionally become channelled due to increased peak runoff from rapidly urbanising catchment or through the direct engineering (canalization) activities of landowners. In such cases, examine the floodplain surface and/or aerial photography for evidence of the original channels.

Step 3: Assess vegetation alteration (land use activities)

An assessment of the proportion of the extents of the land use activities/changes on (within) the wetland, and a rating of their impacts, is required for this section. The Total Extent must always add up to 100%; thus, if there is a site with two types of impact in the same location; score according to the larger impact weighting. For example, if 10% of the floodplain area has been mined, and vegetation loss has consequently occurred, then for that 10% area of the floodplain only the mining impact is recorded since this is the larger impact rating.

Step 4: Assess hydrological PES.

The catchment-scale as well as the altered water regime within the wetland itself is considered. At the catchment scale; the following criteria need to be evaluated and rated:

Changes in flood peaks and/or frequencies:

Evaluate the changes in peak (flood) flows from the catchment (assessing the impacts of large dams; farm dams and/or catchment hardening). Consideration of whether there have been any likely increases must be made (Is there catchment hardening (urbanisation) in the catchment?) decreases (Are there many small dams, or a very large dam, upstream of the wetland?) in flood peaks and/or frequencies.

Changes in base flows:

Evaluate the changes in base flows from the catchment (assessing the impacts of abstractions; interbasin transfers). Liaise with local experts and/or regional DWAF staff for catchment information. Consider if there have been any likely increases (are there any interbasin transfers; sewage return flows; releases of elevated flows to cater for irrigation; suburban water contributions in the catchment?) or decreases (is there extensive abstraction for irrigation, or extensively afforested areas, upstream of the wetland?) in base flows of the system.

Changes in seasonality:

Evaluate the changes in seasonality of flow as a result of any upstream developments. Consider the effect of attenuation of early wet season flows due to dams (large or numerous small farm

dams) as well as any altered seasonality as a result of abstraction for irrigation, or high flow releases during the dry season.

Change in the occurrence/duration of zero flow periods:

Evaluate the changes in the occurrence and/or duration of zero flow periods as a result of any upstream developments/activities. Consider the effects of forestry, dams (large or numerous small farm dams) and abstraction for irrigation.

Connectivity - altered channel size/competency:

Channel competency is usually increased as a result of engineering and/or as a result of erosion in the channel. This results in larger flows being contained within the channel, and fewer flows extending out of the channel on to the floodplain. This can be achieved by deepening and/or widening the channel; channel straightening and/or levee construction along the channel edge. These changes should be evaluated relative to the reference state of the system.

Increased water retention on the floodplain:

Dams and other structures on the floodplain can, in the areas affected, increase the period of time that water remains on the floodplain. Rate, and assess the extent of the impact.

Decreased water retention on the floodplain:

Drains (ditches/dongas/gullies) can, in addition to increasing the competency of the main channel, also remove water from the floodplain more rapidly than would have occurred under Reference Conditions. Rate, and assess the extent of the impact

Step 5: Assess Geomorphological PES

Floodplain and valley bottom wetlands are low energy, depositional environments. The accumulation of sediment in conjunction with the presence of water creates the conditions for wetland development and persistence. Increases in the energy of the environment, or decreases in sediment supply, can create conditions that do not favour wetland persistence. The geomorphological processes are considered at catchment-scale as well as within the wetland itself.

At the catchment scale; the alteration to the balance between sediment supply (deposition) and sediment transport (erosion energy) needs to be evaluated and rated:

Changes in Sediment Budget: The interaction between sediment supply and the sediment transport capacity of a section of a drainage line is the driving geomorphological process responsible for wetland formation. Wetlands occur on areas where, over the long (decadal to century) scale, sediment supply exceeds sediment transport capacity; such that a depositional environment results due to the imbalance. In contrast, bedrock gorges, for instance, occur in areas where the sediment transport capacity far exceeds the sediment supply level, creating net erosive conditions.

Erosional Processes:

The impact of erosional processes (evidence of gullies/dongas; presence and extent of overgrazing or ploughing; and decreased veg robustness and/or cover) across the floodplain should be evaluated.

Depositional Processes:

The impact of depositional processes should be assessed. Look for evidence of new sediment deposition (look at the banks opposite cut banks); alluvial fans; increased vegetation robustness and/or cover (e.g. recent extensive expansion of Phragmites) across the floodplain. These impacts should be rated.

Step 6: Assess water quality PES.

Seven components of water quality are assessed in the module, namely:

- pH;
- Salts;
- Nutrients;
- Water Temperature;
- Turbidity;
- Oxygen, and
- Toxics.

The assessor is required to consider how these various components of water quality is likely to have changed as a result of a variety of impacts/activities in the catchment, or as suggested through indicators of water quality change, namely:

- Modified flow conditions
- Inundation by weirs
- 16
- Inundation by dams
- Effluent from urban areas
- Effluent from cultivation (agricultural activities; return flows)
- Effluent from Industries
- Effluent from Mining
- Instream plants (macrophytes) & algae (incl. blue-green)
- Forestry
- Roads & crossings
- Invasive riparian vegetation
- Riparian vegetation removal
- Bed disturbance: Bull dozing, sand mining, etc.
- Bank disturbance: vegetation removal, artificial covering.
- Solid waste disposal (rubbish disposal)

Step 7: Assess overall PES score.

Once all the data have been collected, the relative importance of the driving processes versus onsite impacts can be adjusted, dependent on the location of the wetland.

Weighting Water Quality

In general, many wetland biota are well-adapted to widely varying water quality conditions because of the stagnant, low-oxygen conditions that can naturally develop in wetland environments. Thus the Overall PES score assigns a low weight to the water quality PES, in part due to these factors and also to account for the rapid, low confidence manner in which water quality is being addressed.

Weighting Vegetation Change ("on-site" landuse impacts)

Wetlands in the upper catchment areas should have on-site impacts rated higher than those lower down in the catchment, since the importance of the on-site impacts would diminish going downstream (i.e. as the catchment gets bigger).

1.1.2.3. Groundwater Assessment (Geohydrological study)

1.1.2.3.1 Geophysics

A geophysical survey to assess the general geology of the site may be necessary for the groundwater assessment. However, an existing geotechnical report revealed that the site is underlain by a sandstone bedrock from depths ranging between 6.15m and 7.8m below ground level (b.g.l.). The drilled two boreholes (BH1 & 2) were terminated at the depths of 10.5m and 10m b.g.l. respectively.

1.1.2.3.2 Groundwater Site Characterisation

The groundwater assessment includes the following activities:

Hydrocensus – This is required to gather information on water features, water supply sources and sources of potential water pollution (planned underground fuel tanks) within the site.

Drilling of 3. No. Groundwater Assessment Boreholes – The drilling of at least 3 boreholes planned with a triangular layout will be required for the assessment of the groundwater compartment (aquifer type) through pump tests. The information obtained from this exercise can be used to compile a comprehensive seepage management plan. The boreholes shall not exceed 30m unless it's required/instructed.

Drilling of 1 No. additional hole – The proposed additional borehole shall be installed between the sewer line and surface fuel tanks. This borehole needs to be equipped for groundwater monitoring purposes.

Aquifer Testing – Pump tests will be required to determine the groundwater-level response of the site. The proposed 4 No. (with a triangular layout) will be used for this exercise.

Water Sampling – Water samples will need to be collected from the site for laboratory testing. The sampling of water shall follow the relevant South African Standards/Guidelines for sampling and handling of groundwater samples (i.e. Weaver 2nd Edition, SANS 5667, etc.).

Soil Sampling – Soil samples utilizing hand-auger may be required for the analysis of Semi-volatile Organic Compounds (SVOC). The samples collected shall be handled following the relevant South African soil sample handling standards/guidelines.

Water Lab Testing – The water laboratory tests shall be conducted in laboratories certified against ISO/IEC 17025 standards or accredited by SANAS. The tests shall include the following:

Organic Analysis.

Inorganic Analysis.

Soil Lab Testing – The collected soil samples shall be tested for Semi-volatile Organic Compounds (SVOC)

1.1.2.4. Service Provider's Team Requirements

The team must have personnel who have the following key competencies:

- Professional member of the South African Council for Natural Scientific Professions;
- Geographic Information System.
- The specialist must have undertaken and completed at least five (5) or more wetland delineation studies and Geohydrological Studies, at least three relating to infrastructure development; and
- The project manager must have at least 6 years relevant experience.

The process outlined only serves as a guide and the study may not only be limited to the process above.

1.2 Employer's objectives

The *Employer's* objective is to comply with the requirement from DWS to conduct a wetland delineation and Geohydrological studies for the EWUULAS application process that was lodged with DWS.

1.2.1 Interpretation of incorporated documentation

Wherever the following words or phrases are used in the listed or referenced documentation, they are

interpreted in this *contract* as follows:

Word or phrase	Interpretation
'Transnet SOC Limited' in the context of: owner, occupier or user of the new asset; insurer of the <i>Services</i> . paymaster (i.e. Transnet shall pay). a party to the contract.	the <i>Employer</i>
'Transnet SOC Limited' in the context of: a duty or procedure to be performed in the administration of the contract	the <i>Employer's Agent</i> or the <i>Supervisor</i> as determined by the conditions of contract
'TFR', 'TRE', 'TNPA' or 'TPT' in the context as operator and owner, occupier or user of the new asset	the <i>Employer</i>
'main specification' as referred to in the <i>Employer's</i> standard specifications	This <i>Scope of services</i>
accepted by (or to the satisfaction of) the <i>Employer's Agent</i> , Engineer or the Architect	accepted by the <i>Employer's Agent</i> or the <i>Supervisor</i>
a duty, procedure, decision or action of the Engineer or the Architect and or the Superintendent, client representative, Site <i>Supervisor</i>	an action of the <i>Employer's Agent</i> or the <i>Supervisor</i> depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2

1.3 Review and Acceptance of *Service Provider* Documentation

The services of an independent third party may be engaged by the *Employer* to review the *Service Provider's* reports and the *Service Provider* must give the necessary co-operation and supply all the necessary information required. The cost of the design review by the third party will be borne by the *Employer*.

1.4 Use of *Service Provider's* documentation

The *Service Provider* will grant the *Employer* a licence to use the copyright in all data presented to the *Employer* in relation to the *Services* for any purpose of transfer to any third party without the consent of the *Service Provider*.

Any data developed by the Service Provider shall immediately on submission to the Employer, become the property of the Employer. Such data must be submitted to the Employer in its original, editable format.

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

The Site is located within an operational area of the *Employer* and the *Service Provider* shall always ensure the safe passage of traffic to and around the Site.

The *Service Provider* shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.

The Site is located within an area with access control.

The *Service Provider* shall obtain approval and/or inform the *Employer* of their intention to visit site or conduct work within the area in accordance with the access requirements of the *Employer*.

If the working area is situated within a controlled municipal area, the *Service Provider* and his people shall observe all policies and procedures.

The fullest collaboration between the *Service Provider*, the *Employer's* Operations Manager and the *Employer's Agent* is essential regarding the continued operations of the *Employer*.

Housing of the *Service Provider's* people on site is not permitted.

All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

1.4.2 *Restrictions to access on Site: roads, walkways and barricades*

As per paragraph 1.4.1 above

1.4.3 *People restrictions on Site: hours of work, conduct and records*

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

Service Provider's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Service Provider* staff found disobeying this instruction will be subject to disciplinary action.

The *Service Provider* keeps daily records of his people engaged on the Site and Working Areas (including *Sub-Service Providers*) with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times.

1.5 *Health and safety facilities on Site*

At all times during the *Services*, the *Service Provider* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this. The *Service Provider* is required to provide necessary PPE to its personnel on site.

1.6 Environmental controls

The *Service Provider* shall perform the *Services* and all activities within the Site and Working Areas having due regard for the environment and environmental management practices.

1.7 Cooperating with and obtaining acceptance of Others

During the course of the contract, departments of Transnet and other *Service Providers* may be working in the general area surrounding the working area. The *Service Provider* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The *Service Provider* shall take all necessary steps for his *Services* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Service Providers* on site, and the *Service Provider*, if necessary, must discuss his programme on a day to day basis with the *Employer's Agent* to ensure effective co-ordination.

1.8 Publicity and progress photographs

The *Service Provider* treats all information gained through his appointment on this project as strictly confidential. The *Service Provider* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

No photographs are to be taken unless Photographs are to be taken for record purposes only in relation to the scope.

The areas to be photographed and the quantity of photographs in each area will be determined by the *Employer's Agent* and the *Service Provider*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter

1.9 Service Provider's Equipment

All Equipment supplied and used by the *Service Provider* on Site shall be selected and operated in such a way that damages to all existing surfaces and services are avoided. The *Service Provider* will be required to repair, at his own cost and to the satisfaction of the *Employer's Agent*, any such damage caused by him.

The *Service Provider* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times.

All Equipment necessary for the survey of the *Services* shall be provided and allowed for by the *Service Provider*.

1.10 Equipment provided by the *Employer*.

No Equipment will be provided by the *Employer*.

1.11 *Employer* specifications

Due to the area being in operation, the appointed *Service Provider* is to heed all necessary safety procedures during the execution of the services. Notification is to be given at all times for hours of work. Safety induction will be carried out before any work is started. This will take approximately 30 minutes.

1.12 Project Activities

To achieve the objectives of the tasks, the Service Provider shall undertake the following activities but not necessarily be limited to:

- Project planning and management of all project deliverables
- Manage S Investigations-identify terms of reference
- Manage review process
- Draw up and revise programme
- Review and understand existing project data and information which will be provided by Transnet on request and identify data gaps where necessary
- Conduct site visits
- Report on environmental incidents and recommend corrective actions where applicable in relation to their site visits
- Compile and present findings to the Transnet project team
- Compile draft reports and final reports, etc.

Scope of Specification (Geohydrological Study)

- The Service Provider shall be responsible for the drilling and closure of the boreholes (using caps with borehole numbers and project description). The Service Provider shall be responsible for setting out the borehole positions. The boreholes are to be drilled to depths NOT exceeding 30m unless it's required/instructed. Should it be necessary, the Service Provider shall inform the Project Manager and Supervisor of his/her intentions. South African safety standards for the drilling of boreholes shall be adhered to.

- The sampling of groundwater shall follow the “Groundwater Sampling” guideline by J.M.C Weaver – “A Comprehensive Guide for Sampling Methods”.
- The sampling of soils shall follow the relevant South African Standards for soil sampling and handling for SVOC soil testing.
- The samples shall be identified by labelling their containers. Additional necessary information may be added by the Service Provider. The information labelled may contain the following:
 - Location (BH No.) and job title.
 - Date of sampling.
 - Test to be conducted.
- All collected water samples shall be taken to the lab for analysis immediately after sampling (if possible). If a laboratory contract is utilized, samples shall be sent by express service to arrive at the laboratory speedily. Sample container transfer boxes should include provisions for maintaining the samples at room temperature or as per the requirement of the tests to be conducted. Samples should not be frozen or cooled to a temperature less than 2°C.
- Should the water samples not be taken to the lab immediately for testing, these should be stored in a refrigerator at 2 to 8 °C. The Service Provider shall, at the end of each day, transport the samples from the site to a suitably covered storage shed provided by the Service Provider. During temporary storage, all precautions against possible loss or damage (wilful or accidental) as well as damage due to the elements shall be taken.
- The temporary store, supplied by the Service Provider, shall be weatherproof and to the satisfaction of the Supervisor. To prevent sample contamination, the minimum height between the lowest boxes in stacks and the floor of the temporary storage shall be 100mm. Transport of these samples to the permanent storage facility must take place at appropriate intervals as directed by the Supervisor.
- The water laboratory tests shall be conducted in laboratories certified against ISO/IEC 17025 standards or accredited by SANAS. The soil samples shall be tested in a SANAS-accredited soil testing laboratory.

The deliverables include, but not limited to –

- Site inspection Plan
- Personnel Occupational Health medical certificates before undertaking the work
- Safety and health Risk Assessment pertaining to planned activities to do the work
- Wetland delineation Report
- Incident and corrective action register where applicable
- Dated photographic records
- Systematic document control system must be implemented, with document numbers for easy referencing and traceability
- Groundwater Impact Assessment Report (Including all lab test results)
- One equipped monitoring borehole (this should include an implementation plan with indicators, and responsibilities)

- Groundwater Seepage Assessment and Management Plan for the management of groundwater seepage during and post-construction.
- The Seepage Management/Implementation Plan should include indicators, and responsibilities.
- The successful Service Provider is expected to provide an outline of his/her comprehensive Groundwater Assessment Report upon appointment.

SECTION 2

2. Management and start up.

2.1 Management meetings

The *Service Provider* shall hold regular progress meetings with the *Employer's Agent* during the initial planning phase of the contract. The *Service Provider* shall attend management meetings at the *Employer's Agent's* request. The *Service Provider* will also attend a kick off meeting and a close-out meeting. The *Service Provider* will be required to present all relevant information including quality plans, schedules, progress reports, sub-*Service Provider* management details, and health, environmental and safety issues at such meetings.

The *Service Provider* shall attend risk reduction meetings as and when called by the *Employer's Agent*.

Other meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties (Covid Regulations to be considered for all engagements), the nature and the progress of the *Services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes, a register and recordings prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

2.2 Documentation control

The *Service Provider* shall submit all documentation (including correspondence) to Transnet (*Employer*) standards and to the *Employer's Agent's* requirements in accordance with the *Employer's Agent's* document control procedure. The *Service Provider* shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The *Service Provider's* documentation shall be issued to the *Employer's Agent* under cover of the *Service Provider's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Service Provider's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Service Provider* data submitted is dependent on the project procedure and content and shall be specified by the *Employer's Agent*, upon the notified request of the *Service Provider* i.e.:

- Both Adobe Acrobat (pdf) and native files

- Only a native file
- Only a hard copy
- Only a pdf file

The *Service Provider* shall deliver electronic media copies (CD Rom) to the *Employer's Agent* at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Service Provider's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Service Provider* shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Service Provider* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Services*. This obligation rests solely with the *Service Provider*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's Agent's* consolidated comments and document status marked on the *Service Provider* Review Label, is scanned and the hard copy shall be returned to the *Service Provider* under cover of the *Employer's Agent's* Transmittal Note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

- Code C1 – "Proceed, No Exception Taken"
- Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"
- Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"
- Code C4 – "Information Only – Accepted as Submitted"
- Code C5 (FN) – "Certified Final – No Further Submittal Required"
- Code C6 (AB) – "Certified As-Built – No Further Submittal Required"

The *Service Provider* shall allow the *Employer's Agent* two (2) weeks to review and respond to the *Service Provider's* submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Employer's Agent* with prior notification in writing by the *Service Provider*.

On receipt of the reviewed documentation the *Service Provider* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Employer's Agent* within 2 weeks. Queries regarding comments/changes should be addressed with the *Employer's Agent* prior to re-submittal.

All revised data shall be submitted by the *Service Provider* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

2.3 Safety risk management

- Refer to Transnet Health and Safety Guidelines issued on request.
- Submit medical certificates prior to conducting site inspections.
- Submit safety and health risk assessment prior to doing site related studies.

Personal Protective Equipment

The following personal protective equipment shall be always worn at the site whilst providing the Services.

- Hard hats
- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- All persons working within the site must wear reflective vests and protective safety boots.
- Prior to commencing with site activities, all persons shall be subjected to a Transnet Safety Induction and medical assessments.

The following additional Risks have been identified:

- The site conditions can be considered as dusty, unpleasant, noisy and dangerous.
- The wearing of appropriate Personal Protective Equipment is compulsory.
- There is uncontrolled Controlled entry into the *Services* by authorised persons. Transnet will not be held responsible for lost, damaged or stolen personal items.

3. The *Service Provider's* Invoices

When the *Employer's Agent* certifies payment following an assessment date, the *Service Provider* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Employer's Agent's* assessment of the amount due to the *Service Provider* as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Service Provider's* VAT Number; and
- The Contract number.

The invoice contains all the supporting detail.

The invoice is presented either by email.

(preserve Covid protocols of social distancing) or by hand delivery.

Invoices submitted by email are addressed to:

Ayanda.hobyane@transnet.net

Cc Edzisani.Siphugu@transnet.net

Invoices submitted by hand are presented to:

Transnet SOC Limited

Transnet Freight Rail

2nd Floor

Inyanda House 2

15 Girton Road

Johannesburg

2001

For the attention of The Invoice Controller, Ayanda Hobyane

The invoice is presented as an original.

3.1 People

Minimum requirements of people employed on the Site.

The *Service Provider* shall ensure that all his people on the site work in accordance with the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee.

The *Service Provider* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

4 Programming constraints

4.1 The *Service Provider* presents his first programme and all subsequently revised programmes.

4.2 The *Service Provider* uses Primavera version 6 for his programme submissions. Any other mechanisms of programming shall be for the approval of the Employer's Agent.

4.3 The *Service Provider* shows on his programme submitted for Acceptance and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating the order and timing of the operations which the *Service Provider* plans to do in order to provide the Services.

4.4 The *Service Provider's* programme shows duration of operations in working days.

4.5 The *Service Provider's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between research, information gathering, options development, engineering design (if applicable), modelling, option costing, report writing and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Service Provider* relating to all operations identified on the programme representing the daily activities by each discipline.

4.6 The *Service Provider* shows on each revised programme he submits to the *Employer* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Service Provider*.

4.7 The *Service Provider's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each activity i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

4.8 3-week Look ahead Schedule - showing two separate bars for each activity i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Private Bag X 447 · PRETORIA · 0001 · Environment House · 473 Steve Biko Road, Arcadia, · PRETORIA
Tel (+ 27 12) 399 9372

NEAS Reference: DEA/EIA/0002425/2014

DEA Reference: 14/12/16/3/3/1/1217

Enquiries: Portia Makitla

Telephone: 012 399 9411 **E-mail:** pmakitla@environment.gov.za

Mr David Budler
Transnet SOC Limited
P.O. Box 72501
PARKVIEW
2122

Tel: 011 308 1698
E-mail: dave.budler@transnet.net

PER EMAIL

Dear Mr Budler

ENVIRONMENTAL AUTHORISATION FOR THE CONSTRUCTION OF THE OGIES LOCOMOTIVE DEPOT REFUELLING STORAGE FACILITY WITHIN THE EMALAHLENI MUNICIPALITY, MPUMALANGA PROVINCE

With reference to the above application, please be advised that the Department has decided to grant authorisation. The environmental authorisation (EA) and reasons for the decision are attached herewith.

In terms of Regulation 10(2) of the Environmental Impact Assessment Regulations, 2010 (the Regulations), you are instructed to notify all registered interested and affected parties, in writing and within 12 (twelve) days of the date of the EA, of the Department's decision in respect of your application as well as the provisions regarding the submission of appeals that are contained in the Regulations.

Your attention is drawn to Chapter 7 of the Regulations, which prescribes the appeal procedure to be followed. This procedure is summarised in the attached document. Kindly include a copy of this document with the letter of notification to interested and affected parties.

Should the applicant or any other party wish to appeal any aspect of the decision a notice of intention to appeal must be lodged by all prospective appellants with the Minister, within 20 days of the date of the EA, by means of one of the following methods:

By post: Private Bag X447,
Pretoria, 0001; or

By hand: Environment House
473 Steve Biko,
Arcadia
Pretoria

If the applicant wishes to lodge an appeal, it must also serve a copy of the notice of intention to appeal on all registered interested and affected parties as well as a notice indicating where, and for what period, the appeal submission will be available for inspection, should you intend to submit an appeal.

Appeals must be submitted in writing to:

Mr Z Hassam Director: Appeals and Legal Review, of this Department at the above mentioned addresses or fax number. Mr Hassam can also be contacted at:

Email: AppealsDirectorate@environment.gov.za

The authorised activities must not commence within twenty (20) days of the date of signature of the authorisation. Further, please note that in terms of Section 43(7) of the National Environmental Management Act, 1998, an appeal under Section 43 of that Act will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged, you must not commence with the activity until such time that the appeal is finalised.

Yours sincerely



Mr Sabelo Malaza
Chief Director: Integrated Environmental Authorisations
Department of Environmental Affairs

Date: 2/3/2015

CC:	Ms Lebohang Moiloa	GreenGold Consulting	Tel: 012 347 0918	Lebo@greengoldconsulting.co.za
	Mr S Hlatshwayo	MDEDET	Tel: 013 766 4852	shlatshwayo@mpg.gov.za
	Mr Erald Nkabinde	Emalahleni Local Municipality	Tel: 013 690 6350	nkabindeej@emalahleni.gov.za

APPEALS PROCEDURE IN TERMS OF CHAPTER 7 OF THE NEMA EIA REGULATIONS, 2010 (THE REGULATIONS) AS PER GN R. 543 OF 2010 TO BE FOLLOWED BY THE APPLICANT AND INTERESTED AND AFFECTED PARTIES UPON RECEIPT OF NOTIFICATION OF AN ENVIRONMENTAL AUTHORISATION (EA)

APPLICANT	INTERESTED AND AFFECTED PARTIES (IAPs)
1. Receive EA from the relevant Competent Authority (the Department of Environmental Affairs [DEA]).	1. Receive EA from Applicant/Consultant.
2. Within 12 days of date of the EA notify all IAPs of the EA and draw their attention to their right to appeal against the EA in terms of Chapter 7 of the Regulations.	2. N/A.
3. If you want to appeal against the EA, submit a notice of intention to appeal within 20 days of the date of the EA with the Minister of Environmental Affairs (the Minister).	3. If you want to appeal against the EA, submit a notice of intention to appeal within 20 days of the date of the EA. with the Minister of Environmental Affairs (the Minister).
4. After having submitted your notice of intention to appeal to the Minister, provide each registered IAP with a copy of the notice of intention to appeal within 10 days of lodging the notice.	4. After having submitted your notice of intention to appeal to the Minister, provide the applicant with a copy of the notice of intention to appeal within 10 days of lodging the notice.
5. The Applicant must also serve on each IAP: a notice indicating where and for what period the appeal submission will be available for inspection.	5. Appellant must also serve on the Applicant within 10 days of lodging the notice, a notice indicating where and for what period the appeal submission will be available for inspection by the applicant.
6. The appeal must be submitted in writing to the Minister within 30 days after the lapsing of the period of 20 days provided for the lodging of the notice of intention to appeal.	6. The appeal must be submitted to the Minister within 30 days after the lapsing of the period of 20 days provided for the lodging of the notice of intention to appeal.
7. Any IAP who received a notice of intention to appeal may submit a responding statement to that appeal to the Minister within 30 days from the date that the appeal submission was lodged with the Minister.	7. An Applicant who received notice of intention to may submit a responding statement to the appeal to the Minister within 30 days from the date that the appeal submission was lodged with the Minister.

NOTES:

1. An appeal must be:-

- a) submitted in writing;
- b) accompanied by:
 - a statement setting out the grounds of appeal;
 - supporting documentation which is referred to in the appeal; and
 - a statement that the appellant has complied with regulation 62 (2) or (3) together with copies of the notices referred to in regulation 62.



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Environmental Authorisation

In terms of Regulation 36 of the Environmental Impact Assessment Regulations, 2010

Ogies Locomotive Depot Refuelling Storage Facility

Nkangala District Municipality

Authorisation register number:	<i>14/12/16/3/3/1/1217</i>
NEAS reference number:	<i>DEA/EIA/0002425/2014</i>
Last amended:	<i>First issue</i>
Holder of authorisation:	<i>TRANSNET SOC LIMITED</i>
Location of activity:	<i>MPUMALANGA PROVINCE: Within the Emalahleni Local Municipality</i>

This authorisation does not negate the holder of the authorisation's responsibility to comply with any other statutory requirements that may be applicable to the undertaking of the activity.

Decision

The Department is satisfied, on the basis of information available to it and subject to compliance with the conditions of this environmental authorisation, that the applicant should be authorised to undertake the activities specified below.

Non-compliance with a condition of this authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, 1998 and the EIA Regulations, 2010.

Details regarding the basis on which the Department reached this decision are set out in Annexure 1.

Activities authorised

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act 107 of 1998) and the Environmental Impact Assessment Regulations, 2010 the Department hereby authorises –

TRANSNET SOC LIMITED

with the following contact details –

Mr. David Budler
Transnet SOC Limited
P.O. Box 72501

PARKVIEW
2122

Tel: 011 308 1698
E-mail: dave.budler@transnet.net

to undertake the following activities (hereafter referred to as “the activity”) indicated in Listing Notices 1 (GN R. 544):

Listed activities	Activity/Project description
<u>GN R. 544 Item 13:</u> The construction of facilities or infrastructure for the storage or for the storage and handling, of a dangerous good, where such storage occurs in containers with a combined capacity of 80 but not exceeding 500 cubic metres.	The applicant is proposing expansion of the diesel storage facility by adding an additional diesel tank with a storage capacity of 65 cubic metres to the already existing 65 cubic metres tank. The total combined capacity of the two tanks will then be 130 cubic metres.
<u>GN R. 544 Item 56:</u> Phased activities for all activities listed in this schedule, which commenced on or after the effective date of this schedule, where anyone phase of the activity may be below the threshold but where a combination of the phases, including expansions or extensions, will exceed a specified threshold.	

as described in the Basic Assessment Report (BAR) dated December 2014 at:

Alternative 1 (T65 Petro Industrial Tank)	Latitude	Longitude
	26°03'04.14"S	29°02'55.38"E

- for the proposed construction of the Ogies Locomotive Depot Refuelling Storage Facility. The proposed project site is located on the Ogies Depot Yard on Portion 5 (Ptn of Ptn 4) & Portion 23 (Ptn of Ptn 22) of the Farm Oogiesfontein No 41S within the Emalahleni Local Municipality in the Mpumalanga Province, hereafter referred to as "the property".

The project infrastructure will consist of the following components as per the tank layout:

- Diesel tank with a storage capacity of 65 cubic metres;
- A 3m long 3" stainless steel braided hose with 3" floating flanges; and
- Diameter of vent pipe is 50mm and upright vent pipes to be a minimum of 3500mm.

Conditions of this Environmental Authorisation

Scope of authorisation

1. The Preferred Site Alternative 1 and Layout Alternative 1, T65 Petro Industrial Tank located on Ogies Depot Yard on Portion 5 (Ptn of Ptn 4) & Portion 23 (Ptn of Ptn 22) of the Farm Oogiesfontein No 41S is approved.
2. Authorisation of the activity is subject to the conditions contained in this authorisation, which form part of the environmental authorisation and are binding on the holder of the authorisation.
3. The holder of the authorisation is responsible for ensuring compliance with the conditions contained in this environmental authorisation. This includes any person acting on the holder's behalf, including but not limited to, an agent, servant, contractor, sub-contractor, employee, consultant or person rendering a service to the holder of the authorisation.
4. The activities authorised may only be carried out at the property as described above.
5. Any changes to, or deviations from, the project description set out in this authorisation must be approved, in writing, by the Department before such changes or deviations may be effected. In assessing whether to grant such approval or not, the Department may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder of the authorisation to apply for further authorisation in terms of the regulations.
6. This activity must commence within a period of five (5) years from the date of issue of this authorisation. If commencement of the activity does not occur within that period, the authorisation lapses and a new application for environmental authorisation must be made in order for the activity to be undertaken.
7. Commencement with one activity listed in terms of this authorisation constitutes commencement of all authorised activities.
8. The holder of an environmental authorisation must notify the competent authority of any alienation, transfer and change of ownership rights in the property on which the activity is to take place.

Notification of authorisation and right to appeal

9. The holder of the authorisation must notify every registered interested and affected party, in writing and within 12 (twelve) calendar days of the date of this environmental authorisation, of the decision to authorise the activity.
10. The notification referred to must –
 - 10.1. specify the date on which the authorisation was issued;
 - 10.2. inform the interested and affected party of the appeal procedure provided for in Chapter 7 of the Environmental Impact Assessment Regulations, 2010;
 - 10.3. advise the interested and affected party that a copy of the authorisation will be furnished on request; and
 - 10.4. give the reasons of the competent authority for the decision.
11. The holder of the authorisation must publish a notice –
 - 11.1. informing interested and affected parties of the decision;
 - 11.2. informing interested and affected parties where the decision can be accessed; and
 - 11.3. drawing the attention of interested and affected parties to the fact that an appeal may be lodged against this decision in the newspaper(s) contemplated and used in terms of regulation 54(2)(c) and (d) and which newspaper was used for the placing of advertisements as part of the public participation process.

Management of the activity

12. The Environmental Management Programme (EMPr) submitted as part of the Application for EA is hereby approved. This EMPr must be implemented and adhered to.

Monitoring

13. The applicant must appoint independent Environmental Control Officer (ECO) for the construction phase of the development that will have the responsibility to ensure that the mitigation/rehabilitation measures and recommendations referred to in this authorisation are implemented and to ensure compliance with the provisions of the EMPr.
 - 13.1. The ECO shall be appointed before commencement of any authorised activities.

- 13.2. Once appointed, the name and contact details of the ECO must be submitted to the *Director: Compliance Monitoring* of the Department.
- 13.3. The ECO must keep record of all activities on site, problems identified, transgressions noted and a task schedule of tasks undertaken by the ECO.
- 13.4. The ECO must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and the site is ready for operation.
- 13.5. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

Recording and reporting to the Department

14. All documentation e.g. audit/monitoring/compliance reports and notifications, required to be submitted to the Department in terms of this authorisation, must be submitted to the *Director: Compliance Monitoring* at the Department.
15. The holder of the authorisation must submit an environmental audit report to the Department within 30 days of completion of the construction phase (i.e. within 30 days of site handover) and within 30 days of completion of rehabilitation activities.
16. The environmental audit report must indicate the date of the audit, the name of the auditor and the outcome of the audit in terms of compliance with the environmental authorisation conditions as well as the requirements of the EMPr.
17. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

Commencement of the activity

18. The authorised activity must not commence within twenty (20) days of the date of signature of the authorisation.
19. In terms of Section 43(7), an appeal under Section 43 of the National Environmental Management Act, 1998 will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged you must not commence with the activity until such time that the appeal has been finalised.

Notification to authorities

20. Fourteen (14) days written notice must be given to the Department that the activity will commence. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence, as well as a reference number. This notification period may coincide with the notice of intent to appeal period.

Operation of the activity

21. Fourteen (14) days written notice must be given to the Department that the activity operational phase will commence.

Site closure and decommissioning

22. Should the activity ever cease or become redundant, the applicant must undertake the required actions as prescribed by legislation at the time and comply with all relevant legal requirements administered by any relevant and competent authority at that time.

Specific conditions

23. Hazardous storage areas must be monitored for spills and any spills shall be contained, cleaned and rehabilitated immediately
24. An integrated waste management approach must be implemented that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal.
25. Any solid waste must be disposed of at a landfill licensed in terms of section 20 (b) of the National Environment Management Waste Act, 2008 (Act 59 of 2008).

General

26. A copy of this authorisation and the approved EMPr must be kept at the property where the activity/ will be undertaken. The authorisation and approved EMPr must be produced to any authorised official of the Department who requests to see it and must be made available for inspection by any employee or agent of the holder of the authorisation who works or undertakes work at the property.

27. The holder of the authorisation must notify both the *Director: Integrated Environmental Authorisations* and the *Director: Compliance Monitoring* at the Department, in writing and within 48 (forty eight) hours, if any condition of this authorisation cannot be or is not adhered to. Any notification in terms of this condition must be accompanied by reasons for the non-compliance.
28. National government, provincial government, local authorities or committees appointed in terms of the conditions of this authorisation or any other public authority shall not be held responsible for any damages or losses suffered by the applicant or his successor in title in any instance where construction or operation subsequent to construction be temporarily or permanently stopped for reasons of non-compliance by the applicant with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Date of environmental authorisation: 2/3/2015


Mr Sabelo Malaza

Chief Director: Integrated Environmental Authorisations
Department of Environmental Affairs

Annexure 1: Reasons for Decision

1. Information considered in making the decision

In reaching its decision, the Department took, *inter alia*, the following into consideration -

- a) The information contained in the BAR dated December 2014;
- b) The comments received organs of state and interested and affected parties as included in the BAR dated December 2014;
- c) Mitigation measures as proposed in the BAR dated December 2014 and the EMPr;
- d) The information contained in the specialist studies contained within Appendix D of the BAR; and
- e) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the National Environmental Management Act, 1998 (Act 107 of 1998).

2. Key factors considered in making the decision

All information presented to the Department was taken into account in the Department's consideration of the application. A summary of the issues which, in the Department's view, were of the most significance is set out below.

- a) The findings of all the specialist studies conducted and their recommended mitigation measures.
- b) Ogies Rail Line is part of the network that connects Gauteng through Emalahleni to Maputo. This rail infrastructure has been identified as part a Southern African initiative to connect Walvis Bay (on the West Coast of Africa) and Maputo (on the East Coast of Africa) called the Maputo Corridor.
- c) The BAR dated December 2014 identified all legislation and guidelines that have been considered in the preparation of the BAR dated December 2014.
- d) The methodology used in assessing the potential impacts identified in the BAR dated December 2014 and the specialist studies have been adequately indicated.
- e) A sufficient public participation process was undertaken and the applicant has satisfied the minimum requirements as prescribed in the EIA Regulations, 2010 for public involvement.

3. Findings

After consideration of the information and factors listed above, the Department made the following findings -

- a) The identification and assessment of impacts are detailed in the BAR dated December 2014 and sufficient assessment of the key identified issues and impacts have been completed.
- b) The procedure followed for impact assessment is adequate for the decision-making process.
- c) The proposed mitigation of impacts identified and assessed adequately curtails the identified impacts.
- d) The information contained in the BAR dated December 2014 is accurate and credible.
- e) EMP measures for the pre-construction, construction and rehabilitation phases of the development were proposed and included in the BAR and will be implemented to manage the identified environmental impacts during the construction process.

In view of the above, the Department is satisfied that, subject to compliance with the conditions contained in the environmental authorisation, the proposed activity will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, 1998 and that any potentially detrimental environmental impacts resulting from the proposed activity can be mitigated to acceptable levels. The environmental authorisation is accordingly granted.

ANNEXURE C

RFQ ERACES OGS 46200

**FOR THE PROVISION OF AN ENVIRONMENTAL PROFESSIONAL SERVICE
FOR WETLAND DELINEATION AND GEOHYDROLOGICAL STUDY FOR
THE OGIES REFUELLING PROJECT.**

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential Supplier or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-

working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) Progress Reports
The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods
- c) Emergency Demands as and when required
If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

- 34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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