

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No: ERAC-VYG-45101**

**FOR THE PROVISION OF: GEOTECHNICAL TESTING SERVICES ON A FAILED EMBANKMENT SLOPE AT KM 118 MOOLMAN TRACK SECTION ALONG THE COAL LINE WITHIN THE PIET-RETIEF REGIONAL AREA**

|                                |                                              |
|--------------------------------|----------------------------------------------|
| <b>ISSUE DATE</b>              | <b>: 31 October 2024</b>                     |
| <b>NON-COMPULSORY BRIEFING</b> | <b>: 07 November 2024</b>                    |
| <b>CLOSING DATE</b>            | <b>: 22 November 2024</b>                    |
| <b>CLOSING TIME</b>            | <b>: 12h00pm</b>                             |
| <b>TENDER VALIDITY PERIOD</b>  | <b>: 180 Business Days from Closing Date</b> |

**Note to the bidders:**

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

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------|------------------------------------------------|-----------------------------------|---------------|----------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet Freight Rail, A DIVISION TRANSNET SOC LTD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| BID NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>ERAC-VYG-45101</b>                                                                                                                                      | ISSUE DATE: | <b>31.10.2024</b> | CLOSING DATE:                                  | <b>22.11.2024</b>                 | CLOSING TIME: | <b>12h00pm</b> |
| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Geotechnical Testing Services on a Failed Embankment Slope at Km 118 Moolman Track Section Along the Coal Line Within the Piet-Retief Regional Area</b> |             |                   |                                                |                                   |               |                |
| <b>BID RESPONSE DOCUMENTS SUBMISSION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| <p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul> <p>a) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.</p> <p>b) 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.</p> <p>c) 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.</p> |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            |             |                   | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                   |               |                |
| CONTACT PERSON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Lydia Gebhuza</b>                                                                                                                                       |             |                   | CONTACT PERSON                                 | <b>Lydia Gebhuza</b>              |               |                |
| E-MAIL ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Lydia.gebhuza@transnet.net</b>                                                                                                                          |             |                   | E-MAIL ADDRESS                                 | <b>Lydia.gebhuza@transnet.net</b> |               |                |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| NAME OF BIDDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| POSTAL ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| TELEPHONE NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CODE                                                                                                                                                       |             | NUMBER            |                                                |                                   |               |                |
| CELLPHONE NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| FACSIMILE NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CODE                                                                                                                                                       |             | NUMBER            |                                                |                                   |               |                |
| E-MAIL ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                            |             |                   |                                                |                                   |               |                |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                            |             |                   |                                                |                                   |               |                |

|                                                                                                                                                                                                                            |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE SYSTEM PIN:                                                           |                                     | <b>OR</b>                                                                                | CENTRAL SUPPLIER DATABASE                                                             | UNIQUE REGISTRATION REFERENCE NUMBER:<br>MAAA                                                     |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                               | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |                                                                                          | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                   |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>                                                                                  |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| <b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |                                     | <b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b> |                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                   |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                         |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                        |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                             |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                         |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b> |                                                                                      |                                     |                                                                                          |                                                                                       |                                                                                                   |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                             |
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                    |
| 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                            |
| 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                      |
| 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                 |
| 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                 |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

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

## SECTION 2: NOTICE TO BIDDERS

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### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Formal Briefing

A non-compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at **227 Mark Street, Rail network building Vryheid, 3100** on the **07.11.2024**, at **10h00am** for a period of  $\pm 2$  hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
- 2.3 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: [Lydia.gebhuza@transnet.net](mailto:Lydia.gebhuza@transnet.net). This is to ensure that Transnet may make the necessary arrangements for the briefing session.

### 3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [[Lydia.gebhuza@transnet.net](mailto:Lydia.gebhuza@transnet.net)] before **12:00 pm on 12.11.2024**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the **Prudence Nkabinde** on any matter relating to its RFQ response:

Email: [Prudence.Nkabinde@Transnet.net](mailto:Prudence.Nkabinde@Transnet.net)

All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

### 4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

### 5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

### 6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **7 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 Disclaimers**

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

**9 Specification/Scope of Work****Refer to Annexure: A****10 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

**12 National Treasury's Central Supplier Database**

Respondents 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. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

**13 Tax Compliance**

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to****TIP-OFFS ANONYMOUS:**

**Ethics Helpdesk** (Pty) LTD.  
Ethics Management Systems™

**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**

**PLEASE RETAIN YOUR REFERENCE NUMBER**



**AI Voice Bot "Jack"**  
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



**What's App**  
Speak to an Agent via What's App.



**Speak to an Agent**  
Speak to an Agent via the platform with no call or data charge



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**



**086 551 4153**



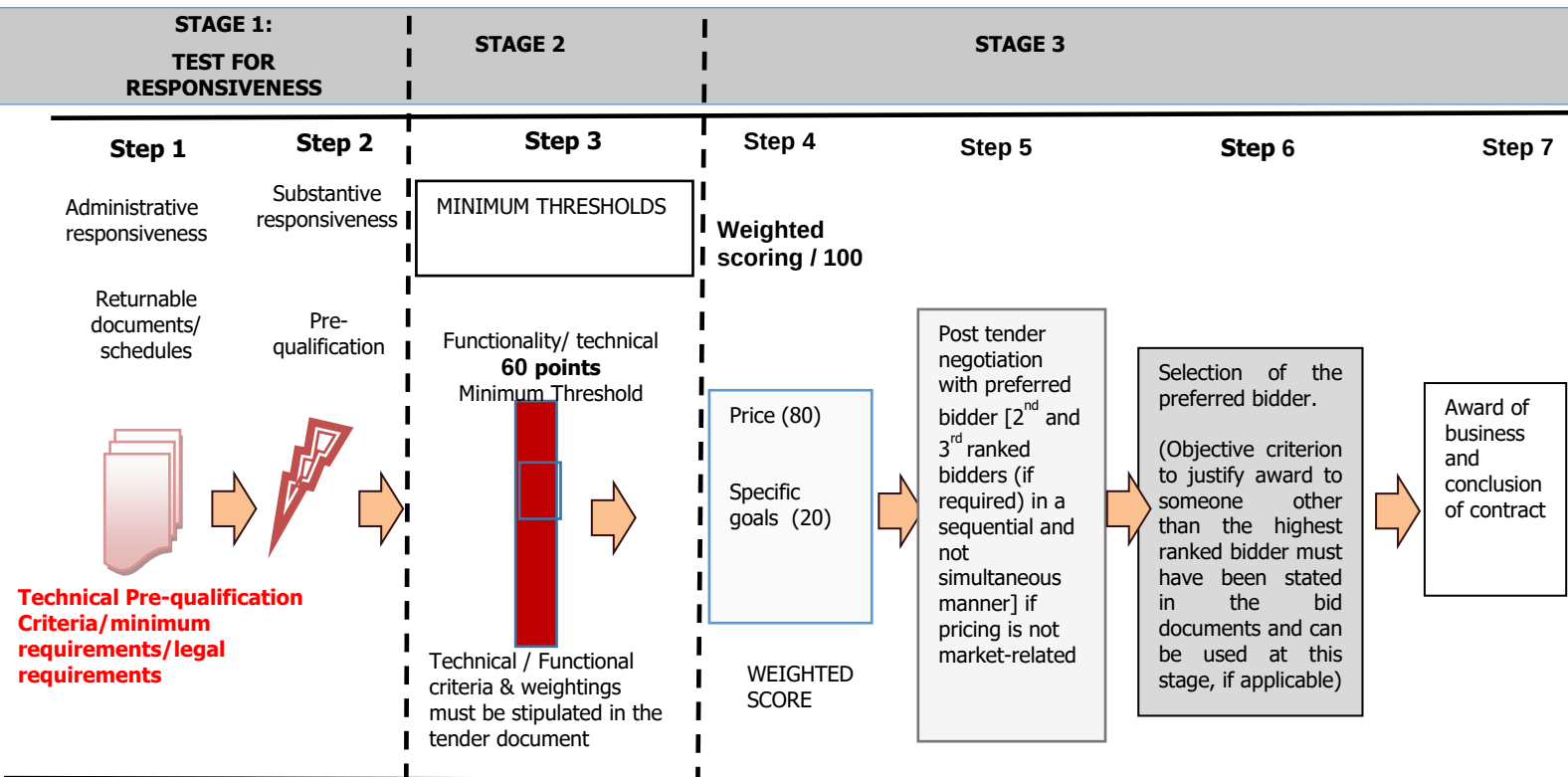
**reportit@ethicshelpdesk.com**



**\*120\*0785980808#**

**SECTION 3****EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS****1 Evaluation Criteria**

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:

**1.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

| Administrative responsiveness check                                                                                             | RFQ Reference       |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------|
| • Whether the Bid has been lodged on time                                                                                       |                     |
| • Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time | <i>Section 3</i>    |
| • Verify the validity of all returnable documents                                                                               | <i>Section 3</i>    |
| • Verify if the Bid document has been duly signed by the authorised respondent                                                  | <i>All sections</i> |

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification.***

**1.2 STEP TWO: Test for Substantive Responsiveness to RFQ**

The test for substantive responsiveness to this RFQ will include the following:

| Check for substantive responsiveness                                                                                                        | RFQ Reference                     |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul> | <i>All sections</i>               |
| <ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>                                                   | <i>Section 4 - Quotation Form</i> |
| <ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>             | <i>All Sections</i>               |

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

**1.3 STEP THREE: Minimum Threshold 60 points for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

**Delivery Period** per unit shall not be more than 3 days.

| Quality Criteria                                                           | Sub-Criteria                                                                                                                                                                                                                                                                                                                       | Effective Weight | Maximum Weight |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------|
|                                                                            |                                                                                                                                                                                                                                                                                                                                    | 60               | 100            |
| <b>Method Statement</b>                                                    | Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data. |                  | <b>30</b>      |
|                                                                            | The <i>Contractor</i> must submit Environmental, Health & Safety plan for effective execution of the fields works and provision of a site safety officer for the duration of the project.                                                                                                                                          |                  |                |
|                                                                            | The <i>Contractor</i> indicates how he plans in achieving the project activities and clearly demonstrates them on the programme activities schedule/chart (Delivery period per unit shall not be more than 3 days) – Establishment Date, Fields works execution Dates and Completion Date.                                         |                  |                |
|                                                                            | <ul style="list-style-type: none"> <li>The tender has submitted a detailed statement method information.</li> </ul>                                                                                                                                                                                                                | <b>30</b>        |                |
|                                                                            | <ul style="list-style-type: none"> <li>The tender has submitted ≤3days p/unit programme activities schedule/chart including site safety officer.</li> </ul>                                                                                                                                                                        | <b>20</b>        |                |
| <b>Availability of Fields Work Equipment and Health &amp; Safety Kits.</b> | <ul style="list-style-type: none"> <li>&gt;10≤15 days to complete the geotechnical fields works.</li> </ul>                                                                                                                                                                                                                        | <b>10</b>        | <b>30</b>      |
|                                                                            | The Tenders are required to provide well serviced and maintained relevant field work equipment's, Environmental health care equipment's and PPE, i.e., Dynamic Probe Super Heavy test (DPSH), Winch and Personal Protective gear for fields works along the railway line and environmental safety kits.                            |                  |                |
|                                                                            | <ul style="list-style-type: none"> <li>Availability of DPSH.</li> </ul>                                                                                                                                                                                                                                                            | <b>40</b>        |                |
|                                                                            | <ul style="list-style-type: none"> <li>Availability of Winch</li> </ul>                                                                                                                                                                                                                                                            | <b>10</b>        |                |
|                                                                            | <ul style="list-style-type: none"> <li>Availability of PPE</li> </ul>                                                                                                                                                                                                                                                              | <b>5</b>         |                |
|                                                                            | <ul style="list-style-type: none"> <li>Availability of Environmental safety equipment, i.e., spillage kits (Spil Kit).</li> </ul>                                                                                                                                                                                                  | <b>5</b>         |                |

|                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |           |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| <b>Previous company experience, Capacity and CVs of Key Personnel.</b> | <p>Tenderers are required to demonstrate their experience in the service delivery of conducting geotechnical investigation i.e., DPSH, Hand auger, soil/rock sampling and profiling, etc., and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience of relevant work. The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and submit the following documents for key personnel as a minimum with the tender.</p> <p>As a minimum each key personnel CV should address the following, but not limited to.</p> <ul style="list-style-type: none"> <li>i. Personal particulars. <ul style="list-style-type: none"> <li>a. Personal details.</li> <li>b. Place (s) of tertiary education and dates associated therewith.</li> <li>c. Professional awards.</li> </ul> </li> <li>ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).</li> <li>iii. Name of current employer and position in enterprise.</li> <li>iv. Overview of post graduate experience (year, organization, and position).</li> <li>v. Outline of recent assignments / experience that has a bearing on the Scope of Works.</li> </ul> |           | <b>40</b> |
|                                                                        | Key staffs do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>5</b>  |           |
|                                                                        | Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 1 to 2 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>15</b> |           |
|                                                                        | Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 2 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member on the organogram.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>40</b> |           |

**EVALUATION SCORING SCALE.**

|                                            |   |                  |
|--------------------------------------------|---|------------------|
| No documents submitted                     | = | <b>0</b>         |
| Minimum threshold for Technical Evaluation | = | <b>60 points</b> |

Resource availability shall also be confirmed by Transnet Freight Rail Representative for the preferred bidders.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

***The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.***

#### 1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

| Evaluation Criteria | RFP Reference    |
|---------------------|------------------|
| • Commercial offer  | <i>Section 4</i> |

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

#### 1.5 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### 1.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

## 2 Validity Period

Transnet requires a validity period of 60 [sixty] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

However, once the adjudication body has approved the process and award of the business to the

successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

### 3 Disclosure of contract information

#### Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

#### Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

#### Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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. |                           |                                                                   |                |                                          |                                               |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------|----------------|------------------------------------------|-----------------------------------------------|------------|
| <b>Is the Respondent</b><br>(Complete with a "Yes" or "No")                                                                                                                                                                                                                                                        |                           |                                                                   |                |                                          |                                               |            |
| <b>A DPIP/FPPO</b>                                                                                                                                                                                                                                                                                                 |                           | <b>Closely Related to a DPIP/FPPO</b>                             |                | <b>Closely Associated to a DPIP/FPPO</b> |                                               |            |
| <b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>                                                                                                                                                                    |                           |                                                                   |                |                                          |                                               |            |
| 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 DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

#### 4 Returnable Documents

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

|                                       |                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mandatory Returnable Documents        | <b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>                                                                                                                          |
| Returnable Documents Used for Scoring | <b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>       |
| Essential Returnable Documents        | <b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b> |

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

##### a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

| <b>Mandatory Returnable Documents</b> | <b>Submitted<br/>[Yes or No]</b> |
|---------------------------------------|----------------------------------|
| SECTION 4: Quotation Form             |                                  |
| SBD 1 FORM                            |                                  |

##### b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

| RETURNABLE DOCUMENTS USED FOR SCORING                                                                                                                                                                                                                                                                                                                | SUBMITTED<br>[Yes or No] |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)<br><br><b><i>B-BBEE B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</i></b> |                          |
| Method Statement                                                                                                                                                                                                                                                                                                                                     |                          |
| Availability of Equipment and Capacity                                                                                                                                                                                                                                                                                                               |                          |
| Previous Experience                                                                                                                                                                                                                                                                                                                                  |                          |

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

| ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES                                         | SUBMITTED<br>[Yes or No] |
|------------------------------------------------------------------------------------|--------------------------|
| SECTION 5: Certificate of Acquaintance with RFQ Documents                          |                          |
| SECTION 6: RFQ Declaration and Breach of Law Form                                  |                          |
| SECTION 8: Certificate of attendance of non-compulsory Site Meeting / RFQ Briefing |                          |
| SECTION 9: Protection of Personal Information                                      |                          |

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

## SECTION 4

### QUOTATION FORM

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

### Price Schedule

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT:

| Activity No. | Activity                                                                                                                                                                                                                                                        | Unit            | Quantity | Rate | Amount (R) |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|------|------------|
| <b>1</b>     | <b>PRELIMINARY &amp; GENERAL</b>                                                                                                                                                                                                                                |                 |          |      |            |
| 1.1          | Fixed P&G's, Mobilization and Establishment (including personnel, transportation, ablution facilities, self-accommodation, meals, PPE, tools, equipment, operator, plant, safety officer, geotechnical practitioner and storage facility) and de-establishment. | Sum             | 1        |      |            |
| <b>2</b>     | <b>PROBING (DPSH &amp; Auger testing)</b>                                                                                                                                                                                                                       |                 |          |      |            |
| 2.1          | Set up DPSH at 15 located positions.                                                                                                                                                                                                                            | No              | 15       |      |            |
| 2.2          | Conduct testing up to refusal at located positions.                                                                                                                                                                                                             | No              | 15       |      |            |
| 2.3          | Auger tests and soil sampling up to refusal at located positions.                                                                                                                                                                                               | No              | 9        |      |            |
| 2.4          | Provisional Items: this may include additional tests that may be requested during detailed field investigation.                                                                                                                                                 | Provisional sum | -        |      |            |
|              | <b>Total Prices (Excluding VAT)</b>                                                                                                                                                                                                                             |                 |          |      |            |
|              | <b>(15% VAT)</b>                                                                                                                                                                                                                                                |                 |          |      |            |
|              | <b>Total Prices (Including VAT)</b>                                                                                                                                                                                                                             |                 |          |      |            |

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
  - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

## SECTION 5

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

**By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

|                                                                                      |
|--------------------------------------------------------------------------------------|
| 1. Transnet's General Bid Conditions                                                 |
| 2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet |
| 3. Transnet's Supplier Integrity Pact                                                |
| 4. Non-disclosure Agreement                                                          |

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

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: \_\_\_\_\_

## SECTION 6

### RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

***[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

- 12.1 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.

- 12.2 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.

### **13 Bidder's declaration**

- 13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

- 13.1.1. 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

- 13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

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

13.2.1. If so, furnish particulars:

.....  
 .....

13.3 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**

13.3.1. If so, furnish particulars:

.....  
 .....

## 14 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:

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 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.

14.5 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.

14.6 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.

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

14.7 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 12, 13 and 14 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.

#### **BREACH OF LAW**

12. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| For and on behalf of<br>_____<br>duly authorised hereto | AS WITNESS:                              |
| Name:                                                   | Name:                                    |
| Position:                                               | Position:                                |
| Signature:                                              | Signature:                               |
| Date:                                                   | Registration No of Company/CC<br>_____   |
| Place:                                                  | Registration Name of Company/CC<br>_____ |

**SECTION 7:****SPECIFIC GOALS 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 of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

**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
- 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 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contributor.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

|                                                                                   | POINTS     |
|-----------------------------------------------------------------------------------|------------|
| <b>PRICE</b>                                                                      | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b><br>B-BBEE Level of contributor (1 or 2) | <b>20</b>  |
| <b>Total points for Price and Specific Goals must not exceed</b>                  | <b>100</b> |

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a 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

$$Ps = 80 \left( 1 + \frac{Pt - P_{\max}}{P_{\max}} \right)$$

Where:

- Ps = Points scored for the price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

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

| Selected Specific Goal                             | Number of points allocated (80/20) |
|----------------------------------------------------|------------------------------------|
| B-BBEE Level of contributor (1 or 2)               | 20                                 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0                                  |

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals | Acceptable Evidence                                                                                                                              |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE         | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)<br>[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>3</sup></b> | Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard                                                                                                                                       |

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME ✓ | QSE ✓ |
|-------------------------------------------------------------------|-------|-------|
| Black people                                                      |       |       |
| Black people who are youth                                        |       |       |
| Black people who are women                                        |       |       |
| Black people with disabilities                                    |       |       |
| Black people living in rural or underdeveloped areas or townships |       |       |
| Cooperative owned by black people                                 |       |       |
| Black people who are military veterans                            |       |       |
| <b>OR</b>                                                         |       |       |
| Any EME                                                           |       |       |
| Any QSE                                                           |       |       |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

## 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited  
[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**8.6 COMPANY CLASSIFICATION**

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....  
2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

DATE: .....

ADDRESS .....

.....

## SECTION 8

### CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFQ BRIEFING

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

#### NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

## **SECTION 9**

### **PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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

## **STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

### **TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF:  
GEOTECHNICAL TESTING SERVICES ON A FAILED EMBANKMENT SLOPE AT KM 118  
MOOLMAN TRACK SECTION ALONG THE COAL LINE WITHIN THE PIET-RETIEF REGIONAL  
AREA ON A ONCE OFF BASIS.**

**CONTRACT NUMBER                      ERAC-VYG-45101**

**DURATION                                      ONCE OFF**

**COMMENCEMENT DATE                      .....**

**EXPIRY DATE                                      .....**

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## Schedule 1 – SCHEDULE OF REQUIREMENTS

## **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Services [Geotechnical Testing Services On A Failed Embankment Slope At Km 118 Moolman Track Section Along The Coal Line Within The Piet-Retief Regional Area] specified in the Order from the person to whom the Order is addressed [**Service Provider**]. Transnet does not accept any other conditions which the Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

## **2 CONFORMITY WITH ORDER**

Services shall conform strictly with the Order. The Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Service Provider warrants that the Services shall be fit for their purpose and of satisfactory quality.

## **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Service Provider's obligations under the Order.
- 3.2 The Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

## **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Services or any written material provided to Transnet relating to any Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered

design, design right, trade mark, copyright or service mark on any application thereof, the Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Service Provider following a design or process originated and furnished by Transnet. The Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Services; or
- b) modify or replace the Services so that they become non-infringing,

provided that in both cases the Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Service Provider may remove, with Transnet's prior written consent, such Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Service Provider shall have no liability in respect of any continued use of the infringing Services after Supplier/Service Provider's prior written request to remove the same.

## **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Service Provider and any information relating to Transnet's business which may have come into the Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 PROTECTION OF PERSONAL INFORMATION**

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):
  - consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA
- b) Transnet will process all information by the Respondent 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.
- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
  - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
  - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
  - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
  - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
  - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
  - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
  - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 9.6. Personal Information security breach:
  - a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
  - b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
  - c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
  - d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **8 PUBLICITY**

The Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **9 NON-CONFORMANCE OF SERVICES PROCURED**

- 9.1 *In the case of Services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Goods/ Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.*
- 9.2 *Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 9.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service Provider must*

*discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.*

## **10 TERMINATION OF ORDER**

- 10.1 Notwithstanding the date of signature hereof, the commencement date of this Order is ..... and will expire on ..... , unless:
- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
  - this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
  - the allocated maximum contract value is depleted before the contract expiry date.
- 10.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Service Provider or the Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Service Provider when such work on the Order shall stop.
- 10.3 Transnet shall pay the Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Service Provider had the Order not been terminated.
- 10.4 In the event of termination the Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.5 If the Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Services or any damage caused due to the failure or delay in the delivery.
- 10.6 Both parties to this agreement reserve the right to terminate this agreement:
- 10.6.1 If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
  - 10.6.2 There is non-performance from either of the parties; or
  - 10.6.3 If the other party is unable to perform its obligations under this agreement.

## **11 ACCESS**

The Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall

comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **12 WARRANTY**

The Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **13 INSOLVENCY**

If the Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## **14 SUBCONTRACTING**

- 14.1 The Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 14.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 14.3 The Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 14.4 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

## **15 PAYMENT TO SUB-CONTRACTORS**

- 15.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:
  - e) Receipt of an undisputed invoice from the sub-contractor; and
  - f) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.

- 15.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service Provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 15.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 15.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

## **16 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023**

- 16.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:
- a) Cession must only be applicable to the transfer of right to payment for services delivered/rendered by a Service Provider to an FSP or State Institutions;
  - b) The written request for cession must be by the Service Provider and not a third party; and
  - c) The written request by the Service Provider must be accompanied by the cession agreement.
- 16.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

## **17 SUPPLIER INTEGRITY PACT**

The Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself.

## **18 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.

## **19 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **20 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **21 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, and 8. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **22 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**Thus, signed by the Parties and witnessed on the following dates and at the following places:**

|                                                                                          |                                                                        |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| SIGNED for and on behalf of<br><br><b>Transnet SOC Ltd</b><br><br>duly authorised hereto | SIGNED for and on behalf of<br><br>.....<br><br>duly authorised hereto |
| Registration Number 1990/000900/30                                                       | Registration Number .....                                              |
| Signature .....                                                                          | Signature .....                                                        |
| Name: .....                                                                              | Name:                                                                  |
| Position: .....                                                                          | Position:                                                              |
| Date:                                                                                    | Date:                                                                  |
| Place: .....                                                                             | Place:                                                                 |
| AS WITNESS:<br><br>Signature .....                                                       | AS WITNESS:<br><br>Signature .....                                     |
| Name .....                                                                               | Name .....                                                             |

## **Annexure A: Specification**

### **Services Information**

#### **1. Background**

Embankment slope failures has occurred on various track sections along the Coal line in Moolman km118 necessitating a detailed geotechnical investigation. This specification defines the site investigation works to be performed to obtain inter-related design parameters for provision of possible remedial solutions.

#### **2. Description of the services**

The *Services* required is to conduct a detailed geotechnical investigation, with the following equipment and/or field tests methods:

a. DPSH (Dynamic Probe Super Heavy) and Auger tests.

The *Services* to be provided cover the geotechnical investigation of the site for embankment slope failure in order to determine the integrity of the fill material, interface between soft/weak and hard/dense strata, pore pressure with depth, on-site fill material profile and slope failure mechanism.

##### **2.1 Scope of works**

The detailed geotechnical investigation is to be conducted on the  $\pm 7\text{m}$  high embankment shoulder at the two affected sections alongside the single railway track (Line 1), of which SECTION 1 is located between km 118/2 and km 118/3 totalling to a length of  $\pm 40\text{km}$  and SECTION 2 is between km 118/4 and km 118/5 with approximate total length of 60km. The site is situated at Moolman, between Piet Retief and Vryheid along Line 1. The GPS co-ordinates of the site are **27°07'45.5"S, 30°51'22.0"E**.

The site investigation is required for the following:

- Identification of the root cause of the slope failure for proper engineering solution to repair the affected embankment slope sections at km118, Moolman railway track.

##### **The works that needs to be done includes:**

2.1.1 In-situ testing with DPSH at six and nine indicated testing positions of SECTION 1 (40km long section between km 118/2 and km 118/3) and SECTION 2 (60km long section between km 118/4 and km 118/5) respectively up to refusal at all designated positions. There will be 6 holes at SECTION 1 and 9 holes at SECTION 2.

2.1.2 Auger testing for soil profiling and sampling up to refusal which will be handed over to Geotechnical Engineer (Track Technology). There will be 3 auger tests at SECTION 1 and 6 auger tests at SECTION 2.

Final location, quantities and initiation of additional tests lies with Transnet – Track Technology geotechnical engineer.

### **3. Roles and Responsibilities**

#### **3.1 Transnet responsibilities**

Transnet (Delegate from Transnet – Track Technology) will be responsible for:

- 3.1.1 Provide test locations (This will be communicated on site).
- 3.1.2 On site supervision, quality assurance and monitoring during field testing.
- 3.1.3 Clarify technical issues during site briefing.
- 3.1.4 Analysis of field data and provide remedial solution/s.

### 3.2 Contractor's responsibilities

The contractor's responsibilities:

3.2.1 Execution of all the above-mentioned works within the set mast pole kilometer points and specified time agreed on.

3.2.2 Collection of all field data as per test carried out.

3.2.3 Provide all reduced data and soil samples collected to the Geotechnical Engineer (Track Technology).

3.2.4 Provide reduced field data reports within the agreed turnaround time.

### 4. Deliverables and work arrangement

#### 4.1 Labour, Plant, Equipment and Material arrangement

- Contractor will be responsible for all labour, plant, components, equipment and material to conduct all the specified testing.
- Contractor must use the appropriate technical information and specification supplied when manufacturing or purchasing material and components.
- The equipment used must be appropriately intended for use of such works and environmental conditions of the site.

#### 4.2 Access and security

- The embankment to be investigated is located at km118 in Moolman, just off the R33 road ±15km from Piet Retief town. The site is possibly accessed through the service road.
- Transnet – Vryheid depot shall provide site access and safety permits.
- The Contractor shall provide safety storage facility for plant, equipment and temporary storage of materials.

#### 4.3 Boundaries and required measures

- No occupation will be taken. Therefore, all works shall NOT obstruct movement of trains. Testing positions will be located such that the equipment/rig will not obstruct the trains.
- All works shall be conducted in accordance with the Transnet specification E7/1 (attached) for Works on, over, under or adjacent to railway lines and near high voltage equipment.
- The Transnet overhead track equipment/ electrical lines will NOT be switched OFF during the work duration and shall NOT be used to power any equipment/rig.
- The Contractor shall ensure that his work methods do not short-circuit any signals. The use of conductive materials close to the track is consequently prohibited.

#### 4.4 General Safety

- All the personnel of the Contractor must undergo safety induction sessions/training.
- Transnet – Vryheid depot shall notify TTC to warn all passing trains.
- The Contractor shall appoint a site Safety officer and comply with the Transnet safety requirements.
- Personal Protective Equipment (PPE) must be worn all the times on site.
- The Contractor shall follow all the on-site code of conduct requirements outlined within the Transnet specification E7/1 (July 1998) when working in the vicinity of railway lines.
- The Transnet representatives reserves the right to instruct the Contractor to replace any personnel in the team should dangerous or reckless practise be witnessed.
- On site safety is a high priority for Transnet. The railway lines will be in full operation for the duration of the geotechnical investigation without occupation, therefore, the Contractor must take this into account for all investigative works.

#### 4.5 Work Schedule

- A total of 15 (fifteen) days on 3 (three) consecutive weeks will be granted to complete the field tests, weekends excluded.
- Work commencing date to be announce.

- Work end date; once the work is complete.
- Hours of work for all works on the embankment shall be restricted to 08h00 – 17h00 (CAT) Permission can be requested to conduct work over the weekend (normal rates shall apply).

**5. Completion of work**

The Contractor shall ensure that his planned activities do not exceed the approved scheduled work duration. The work shall be considered complete once the Geotechnical Engineer (Track Technology) confirms the following:

- All 15 DPSH test positions are properly tested and data recorded correctly.
- All 9 Auger tests performed and soil samples retrieved, clearly marked and appropriately placed into sample bags and handed to the Geotechnical engineer (Track Technology).
- All equipment/materials has been removed from site.
- The site is left in a neat and tidy condition.

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Respondent's Signature

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Date & Company Stamp

**Annexure B: Enterprise Risk Management Elements**

**Returnable: Enterprise Risk Management and Business Continuity Management Requirements (Due Diligence Criteria for RFP)**

Tenderers to identify and evaluate the potential risk elements associated with the Works/ Services etc. and possible mitigation thereof for the relevant Procurement Phase. The risk elements and the mitigation as identified thereof by the Tenderers are to be submitted with other returnable documents in separate file.

If no risks are identified “No Risk” must be stated on this schedule.

Tenderers to demonstrate their understand of potential Business Continuity threats, through a relevant Business Impact Analysis process and measures to be implemented to recover associated Works/ Services within pre-defined recovery times, to ensure Business Continuity.

**NB: Tenderers are required to methodically prepare comprehensive documentation that addresses the elements of Risk Management and Business Continuity Management to be assessed. These documents shall be organized into a ‘Separate Risk Management Folder’ by all potential bidders. This segregation is crucial to guarantee that the assessment process for Risk Management and Business Continuity Management Elements is conducted with objectivity, fairness, and transparency, and is solely based on the merit of the tenderers’ respective risk management documents in the tender document submitted in response to RFP tender.**

Attached submissions:

**The Assessment Criteria Guideline for the specific Tenderer's Risk Elements will be as follows:**

| <b>1. Assessment Elements: Risk Management and Business Continuity Management (BCM)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |
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| RFQ Number: <b>ERAC-VYG-45101</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                              |
| Description: <b>GEOTECHNICAL TESTING SERVICES ON A FAILED EMBANKMENT SLOPE AT KM 118 MOOLMAN TRACK SECTION ALONG THE COAL LINE WITHIN THE PIET-RETIEF REGIONAL AREA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>1.1. Business Continuity Management (BCM)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Due Diligence</b>                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Detailed Business Continuity Management Document prepared and based on Business Continuity Management best practices and relevant Standard must cover the BIA and Business Continuity Plan (BCP).</p> <p>This structured approach in assessing BCM submissions will help to ensure a comprehensive assessment of each bidder's ability to manage and respond to business disruptions effectively. The assessment will consider how well these elements integrate with the project or service specifics or proposed RFI solution, reflecting the bidder's understanding of the unique requirements of the project and preparedness and resilience when faced with potential unforeseen disruptions during piloting or execution of the project or service or associated solution proposed in RFP.</p> <p>The BCM will be assessed based on the following key elements:</p> <ul style="list-style-type: none"> <li><b>1.1.1. BCM Policy and Framework for the Tenderer:</b> - Bidder's Policy Statement Alignment with industry standards and best practices; and Clarity and comprehensiveness of the BCM policy and framework.</li> <li><b>1.1.2. BCM Risk Assessment and Mitigation:</b> - Thoroughness in identifying business continuity related potential business continuity risks; Effectiveness of proposed BCM mitigation strategies; and BCM relevance to pilot site or project-specific risks.</li> <li><b>1.1.3. Incident Management and Response Plan:</b> - Detailed incident management procedures; Clarity in response roles and responsibilities; and Practicality and speed of response in emergency situations (Experience in incident management or BCP or IT Disaster Recovery Plans simulation scenario).</li> <li><b>1.1.4. Business Continuity Plans for Critical Functions Process:</b> - Specific plans for each critical business function process relevant to project or service to be rendered post tender award; Depth in detailing continuity strategies; and Consistency with overall business objectives and project or service goals.</li> <li><b>1.1.5. Communication Plan during Disruption:</b> - Clarity and effectiveness of communication strategies; and Identification of key stakeholders and methods of communication.</li> <li><b>1.1.6. BCM Training and Awareness Programs:</b> - Scope and frequency of training programs; and BCM Strategies to enhance staff awareness and preparedness.</li> <li><b>1.1.7. Testing and Maintenance of Business Continuity Plans:</b> - Regularity of BCP testing; Documented revisions and updates to the plans; and Ability to adapt and improve plans based on test or simulation outcomes.</li> <li><b>1.1.8. Third-party Supplier and Vendor BCM Compliance:</b> - Assurance of BCM compliance among Tenderers suppliers and vendors; Strategies to manage third-party risks; Integration of vendor risks into overall BCM</li> </ul> | <p>The 10 listed critical elements for the BCM are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / pilot service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BCP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p> |

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| <p>strategy.</p> <p><b>1.1.9. Crisis Leadership and Decision-making Structure:</b> - Clearly defined crisis leadership roles; Decision-making processes during crisis; and Capability to maintain control and direction under crisis conditions.</p> <p><b>1.1.10. Common Data:</b> Provision of Common Data for critical Resources required during disruption or disaster events and required to relocate to recovery site or expected to work from home if workplace is not accessible during disaster, flooding, heat wave or labour unrest.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>1.2. Business Continuity Management - Business Impact Analysis (BIA)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>Due Diligence</b></p>                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Detailed Business Continuity Management Document prepared and based on Business Continuity Management best practices and relevant Standard must cover the BIA and Business Continuity Plan (BCP).</p> <p>The BIA will be assessed based on the following key elements:</p> <p><b>1.2.1. Business Continuity Management and Identification of critical processes within the project / service:</b> - Demonstration of Business Resilience, Agility and that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project or pilot completion / service delivery.</p> <p><b>1.2.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b> - Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p><b>1.2.3. Recovery Strategy:</b> - How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p><b>1.2.4. Operational dependencies:</b> - Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones; facilities; etc. needed to ensure continuity.</p> <p><b>1.2.5. Alternative supply of equipment and/ or supply of extra staff:-</b> Provide adequate information on how alternate equipment or additional experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/pilot/ delivery of a service.</p> <p><b>1.2.6. Battle Box:-</b> Provide details on whether a battle box is established and what it entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p> | <p>The 6 listed critical elements for the BIA are required.</p> <p>All elements will be Assessed as per the guide provided, for adequacy and relevance to the project / Pilot / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BIA Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p> |
| <p><b>1.3. Business Continuity Management - Business Continuity Plan (BCP)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>Due Diligence</b></p>                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The detailed BCP or related annexures to the plan must contain:</p> <p><b>1.3.1. Emergency operating procedure:</b> - Must detail the steps to be followed following an emergency/ incident at the site / location of impact.</p> <p><b>1.3.2. Business Continuity Invocation Action:</b> - Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p><b>1.3.3. Project Recovery Resources:</b> - Identify and list the recovery resources. These may be additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p> <p><b>1.3.4. Business/ Supplier Contact List:</b> - Demonstrate that these have been identified and means to easily contact them is in place.</p> <p><b>1.3.5. Emergency Contacts:</b> - inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names, and contact details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>The 5 listed elements for the BCP are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering BCP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p> |
| <p><b>1.4. Risk Management - Risk Management Plan (RMP) - Project/ Pilot Operational Risks be based on the scope of works/ services etc.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>Due Diligence</b></p>                                                                                                                                                                                                                                                                                                                                                                  |
| <p>The assessment of the detailed RMP will be based risk management best practices or applicable standards and on the scope of works, must contain the following:</p> <p><b>1.4.1. Submitted Risk Management Policy and Framework for the Tenderer:</b> - Policy Statement Alignment with industry standards and best practices; and Clarity and comprehensiveness of the Risk Management Policy and Signed by the employee or owner.</p> <p><b>1.4.2. Identification of Risks of Project /Pilot Service Interruption during the project/pilot execution:</b> - A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project/pilot execution. Demonstrate an understanding of the internal and external threats to effective service delivery within scope and to quality.</p> <p><b>1.4.3. Risk Analysis Methodology:</b> - Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.</p> <p><b>1.4.4. Ranking of the Risks:</b> - Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk provided in the RFI Response document.</p> <p><b>1.4.5. Risk Mitigation Measures for the identified risks and Responsible Person:</b> - Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk; and Responsible person: Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.</p> | <p>The 5 listed elements for the RMP are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. A Risk Management and Business Continuity Management Assessment Report to be generated covering RMP Elements and to be shared with appointed Contractor post tender award during kick-off sessions.</p> |

**Annexure C: Assessment Schedule: Environmental Management Plan**

The tenderer must provide an environmental management plan describing:-

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender's project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training and EMP awareness (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

The assessment of the Tenderer's Environmental Management Plan will be as follows:

| Key Environmental Impacts and Possible Mitigation Measures                                                                                                      |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|                                                                                                                                                                 | Assessment Feedback |
| The EMP is <b>not submitted</b> by the bidder.                                                                                                                  |                     |
| EMP with <b>zero/no key</b> impacts and mitigation measures specific to the project                                                                             |                     |
| EMP contains <b>1-3</b> key impacts and mitigation measures specific to the project.                                                                            |                     |
| EMP contains <b>4-6</b> key impacts and mitigation measures specific to the project.                                                                            |                     |
| EMP contains <b>7-9</b> key reasonable and relevant impacts and mitigation measures specific to the project.                                                    |                     |
| EMP contains <b>10 and more</b> key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements. |                     |
| Key Roles and Responsibilities                                                                                                                                  |                     |
|                                                                                                                                                                 | Assessment Feedback |
| The EMP is <b>not submitted</b> by the bidder.                                                                                                                  |                     |
| EMP with <b>zero/no key</b> roles and responsibilities specific to the project.                                                                                 |                     |
| EMP <b>contains 1-3 key</b> reasonable and relevant                                                                                                             |                     |

|                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| roles and responsibilities specific to the project.                                                                                                        |  |
| EMP contains <b>4-6 key</b> reasonable and relevant roles and responsibilities specific to the project.                                                    |  |
| EMP contains <b>7-9 key</b> reasonable and relevant roles and responsibilities specific to the project.                                                    |  |
| EMP contains <b>10 and more key</b> reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations. |  |

| Environmental Monitoring, Training and Reporting                                                                                                                             |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|                                                                                                                                                                              | Assessment Feedback |
| The EMP is <b>not submitted</b> by the bidder.                                                                                                                               |                     |
| EMP with <b>zero/no</b> monitoring techniques, no training and no form of reporting.                                                                                         |                     |
| Tenderer did not demonstrate understanding of the project scope and <b>provided irrelevant information</b> on monitoring techniques, training methods and types of reports.  |                     |
| Tenderer understood the project scope but provided relevant but <b>less detailed information</b> on monitoring techniques, training methods and types of reports.            |                     |
| Tenderer understood the project scope and identified <b>relevant</b> monitoring techniques, relevant training methods and relevant reports.                                  |                     |
| Tenderer understood the project scope and addresses critical aspects with regards to monitoring, training and reporting which meets <b>and exceeds tender requirements</b> . |                     |

**Attached submissions to this schedule:**

See EMP comments above.

Signed

Date

Name

Position

Tenderer

Respondent's Signature

Date &amp; Company Stamp

# THE PROVISION OF SERVICE FOR GEOTECHNICAL TESTING ON A FAILED EMBANKMENT SLOPE AT KM 118, MOOLMAN TRACK SECTION ALONG THE COAL LINE WITHIN THE PIET RETIEF REGIONAL AREA

|                                                               |                |                   |
|---------------------------------------------------------------|----------------|-------------------|
| <b>CONTRACT NUMBER:</b>                                       | ERAC-VYG-45101 |                   |
| <b>LOCATION:</b>                                              | Nationally     |                   |
| <b>CONTRACT DURATION:</b>                                     | Two Months     |                   |
| <b>CONTRACT MANAGER:</b>                                      |                |                   |
| <b>HEALTH AND SAFETY SPECIFICATION APPROVAL</b>               |                |                   |
|                                                               | <b>NAME:</b>   | <b>SIGNATURE:</b> |
| <b>TFR CONTRACT MANAGER /<br/>CONTRACT<br/>REPRESENTATIVE</b> |                | .....             |
|                                                               |                | <b>DATE:</b>      |
| <b>SAFETY SPECIALIST</b>                                      |                | .....             |
|                                                               |                | <b>DATE:</b>      |

## 1. Introduction

- 1.1 This Health and Safety Specification is Transnet Freight Rail (TFR) minimum requirements to be met by service providers when performing work on the Provision of service for geotechnical testing project. The requirements of this health and safety specification applies to all employees, visitors and must be complied with by all Consultants or service provider and all tenderer appointed by the service provider.
- 1.2 The tenderer shall develop a health and safety plan based on the client health and safety specification and submit it to Client for approval and prepare a health and safety file as per the requirements of relevant applicable legislation. The tenderer shall remain accountable for the quality and health and safety of his/her employees and ensure health and safety programme is implemented. This specification in no way releases the tenderer from compliance with the relevant legislation.

## 2 Purpose

- 2.1 The purpose of this health and safety specification is to outline the health and safety minimum requirements for the provision of service for geotechnical testing project. The tenderer must ensure as far as reasonably practicable that safe working environment is provided for all employees and everyone who might be exposed to tenderer activities, including public.
- 2.2 This specification forms an integral part of the contract, and the Principal Tenderer shall ensure that all tenderer they are intending to appoint are issued and comply with the requirements of this health and safety specification.

## 3 Scope and Application

- 3.1 This specification is applicable to all service providers, suppliers and all employees involved in this project on behalf of Transnet Freight Rail. The Specification defines the strategies to manage health and safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 and National Railway Safety Act 16 of 2002.
- 3.2 The Tenderer shall furnish the TFR Contract Manager/Technical Officer with full particulars of subconsultant and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.

## 4 General

- 4.1 The Tenderer and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations and National Railway Safety Act of 2000 and applicable standards.
- 4.2 The Tenderer accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Tenderer shall, before commencement with the execution

of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a Health and Safety Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract.

- 4.3 The Tenderer accepts his obligation to complying with the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.
- 4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Tenderer and TFR Contract Manager/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works
- 4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

## 5. Section 37(2) Agreements

- 5.1 Transnet Freight Rail and the Tenderer shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Tenderer with the provisions of the OHS Act.
- 5.2 The agreement shall be completed and signed by the Tenderer mandated representative as soon as possible and returned to the relevant TFR Contract Manager for his/her signature on behalf of TFR.
- 5.3 The Tenderer shall enter into a Section 37(2) Agreement with their respective sub-tenderer. Signed copy of such agreement must be kept on the Tenderer's health and safety file.

## 6. Definitions

- 6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993, Construction Regulations 2014, National Railway Safety Regulator Act of 2000 (and applicable standards), Transnet Tenderer Management Procedure shall apply, unless the context otherwise indicates: -
- 6.2 "**competent person**" means a person who—
  - a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
  - b) is familiar with the Act and with the applicable regulations made under the Act;

- 6.3 **"construction work"**, which, in terms of the Construction Regulations, 2014 means any work in connection with: -
- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
  - b) the, construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.
- 6.4 **"Contractor"** means an employer (organisation) or a person who performs ANY work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, Consultants, Service Providers or contractor (including Principal Tenderer) and tenderer. NB: A tenderer is an employer in his/her own right;
- 6.5 **"COVID 19"** means Corona Virus Disease of 2019
- 6.6 **Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.
- 6.7 **"fall protection plan "**means a documented plan, which includes and provides for-
- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
  - b) the procedures and methods to be applied in order to eliminate the risk of falling; and
  - c) a rescue plan and procedures
- 6.8 **health and safety File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations.
- 6.9 **"health and safety plan"** means a site, activity or Contract specific documented plan in accordance with the client's health and safety specification.
- 6.10 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.
- 6.11 **"rail road vehicle"** means a vehicle that can travel on rail and road
- 6.12 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/30), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.13 **"TFR Contract Manager"** TFR employee appointed to liaise with the tenderer to ensure that the specifications of the contract are met (with special emphasis on safety, technical

specifications, inspection of quality and quantity of work). It includes a Technical Officer, Depot Engineering Manager, Engineering Technician, Maintenance Supervisor's etc.

## **7. Notification of Construction Work**

- 7.1 The Tenderer who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing if the construction work:-
- (a) includes excavation work
  - (b) includes working at a height where there is a risk of a person falling
  - (c) includes the demolition of a structure; or
  - (d) includes the use of explosives to perform construction work,
- 7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Tenderer shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Contract Manager/Technical Officer or employee.

## **8. Letter of Good standing**

- 8.1 The Tenderer shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act, 1993 (Act No. 130 of 1993) for his company and each of his sub-tenderer'.
- 8.2 No tenderer may do any work for TFR without a valid letter of good standing. The Tenderer must ensure that the Letter of Good Standing remains valid for the duration of the contract period.
- 8.3 The letter of good standing must reflect the name of the Tenderer and/or Sub-tenderer, registration number and, expiry date.

## **9. Management and Supervision**

- 9.1 The Tenderer and all subconsultant shall submit a health and safety organogram outlining the site health and safety management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.
- 9.2 The Tenderer shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the health and safety file.
- 9.3 In case of construction work, additional appointments must be made in terms of the Construction Regulations:

- 9.3.1 A Tenderer must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the tenderer in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9.3.2 A Tenderer shall in writing appoint a full-time **Health and Safety Officer registered with SACPCMP** in writing to assist in the control of all health and safety related aspects on the site.
- 9.3.3 The Safety Officer shall have sound knowledge of the Occupational Health and Safety Act and its regulations, National Environmental Management Act, and associate environmental requirements such as Waste and Water Acts and sound knowledge of Hazard Identification and Risk Management processes.
- 9.4 Tenderer shall also make the above written appointments and the Tenderer shall deliver copies thereof to the Contract Manager/Technical Officer.

## **10. Health and Safety Committee Meetings and Health and Safety Representatives**

- 10.1 Where required by legislation, the tenderer shall appoint Health and Safety Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 Health and Safety Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending Health and Safety Committee meetings etc. Records of monthly inspections of Health and Safety Representatives must be kept on the Health and Safety file.
- 10.3 The number of Health and Safety Representatives appointed shall be in accordance with the requirements of the Occupational Health and Safety Act 85 of 1993.
- 10.4 Where required by legislation, the Tenderer must ensure that a project/site Health and Safety Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the Health and Safety file. The Tenderer representative and appointed Health and Safety representatives shall attend the monthly Health and Safety Committee meeting.
- 10.5 The Contract Manager/Technical Officer or his deputy shall be allowed to attend meetings of the Tenderer's health and safety committee as an observer.
- 10.6 Tenderer appointed by the Tenderer shall have their own internal monthly Health and Safety Committee meetings.

## **11. Health and Safety Audits and Consultant Monthly Reports**

Tenderer's Signature.....  
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Date.....

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- 11.1 The TFR Contract Manager/Technical Officer or his deputy shall ensure that the Tenderer's Health and Safety Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the HEALTH AND SAFETY Plan is implemented and maintained on site.
- 11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Tenderer site offices and Health and Safety to inspect the Tenderer's and its tenderer's tools, equipment, registers and workplace.
- 11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the Tenderer's Health and Safety Plan be identified, such non-compliances or contraventions shall be rectified by the tenderer at its cost immediately or within a period specified by the TFR Contract Manager/Technical Officer, his deputy, or TFR Safety Officers / Specialists.
- 11.4 Should the Tenderer refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Tenderer's cost as it may deem necessary to ensure safety at the TFR sites at all times.
- 11.5 TFR reserves the right to conduct safety audits without prior warning.
- 11.6 The Tenderer on all contracts of more than 1 month shall conduct its own safety audit and provide a monthly safety performance report as required by TFR.
- 11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Tenderer has as long as it includes all items listed in Annexure 2.

## **12. Training, Competence and Awareness**

### **12.1 Induction Training**

- 12.1.1 The Tenderer shall ensure that all his/her employees undergo a TFR Health and Safety Induction at every depot with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the tenderer to inform TFR whenever new employees are appointed after the initial induction was conducted.
- 12.1.2 In addition to the TFR Health and Safety induction, it is the responsibility of the Tenderer to develop and implement a site-specific Health and Safety Induction programme, a job specific induction programme and a general employee Health and Safety awareness programme, to develop awareness amongst employees on the generic Health and Safety issues associated with the scope of work and the specific environmental issues in question.
- 12.1.3 The Tenderer shall ensure that all visitors and suppliers to the site undergo and comply with Tenderer's site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

- 12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.
- 12.1.5 The Tenderer shall maintain comprehensive attendance records of Health and Safety induction training on the Health and Safety file.

## 12.2 Competency / Training

- 12.2.1 The Tenderer must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is always the requisite amount of supervision to maintain safe work practices and standards. Safety Officer must possess Diploma in Safety Management and at least minimum of three (3) years' experience as a safety officer on similar type project.
- 12.2.2 The Tenderer shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.
- 12.2.3 The Tenderer shall identify all training needs and incorporate the site-specific training into the Health and Safety Plan.
- 12.2.4 Each Tenderer shall be required to ensure that before an employee commences work on the Contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee.
- 12.2.5 The Tenderer is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.
- 12.2.6 The Tenderer must ensure that certificate/s of competence where applicable is/are provided in the Health and Safety File.
- 12.2.7 The Tenderer shall ensure that the vehicles are driven by competent drivers, inducted by Transnet and are in a position of all relevant or required competency as required by Transnet for safe operation near or over the railway.

## 12.3 Awareness Training

- 12.3.1 Awareness training required shall be identified for all employees on the Contract using the Health and Safety Policy, the Health and Safety Plan, the Health and Safety programmes and procedures.
- 12.3.2 The Tenderer shall have a daily safety talk. This talk shall include tenderer employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

### 13. Health and Safety Plan

13.1 Potential Tenderer submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this Health and Safety specification and particularly in respect of: -

- (a) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and tenderer in terms of section 8 of the OHS Act.
- (b) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Tenderer's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety.
- (c) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or tenderer of the Tenderer does or omits to do any act which would be an offence for the Tenderer to do or omit to do.
- (d) Provide health and safety cost breakdown that covers health and safety cost elements for the duration of the contract and must be incorporated in the total contract cost.

13.2 The Tenderer's Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Tenderer's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

13.3 The Health and Safety Plan shall include full particulars in respect of: -

- (a) Safety Management Structure arrangements i.e. Appointments to be done;
- (b) Health and Safety Organisation arrangements i.e. Health and Safety Committees, Health and Safety Audits, Findings and Corrective Actions
- (c) Risk Management i.e. Risk Assessment frequencies, methodology
- (d) Education and Training i.e. safety induction, site / job specific training arrangements
- (e) Emergency Planning and Fire prevention and protection
- (f) Health and Safety Communication i.e. Toolbox talks, incident recall

- (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
- (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
- (i) Personal protective Equipment and Clothing
- (j) Contract Security i.e. site access control and security
- (k) Health and Safety Costs
- (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc.
- (m) Environmental management
- (n) Incident Management i.e. reporting and investigation
- (o) Operational Control
- (p) Review plan of the Health and Safety Plan

- 13.5 The Tenderer shall submit a final Health and Safety Plan after awarding of the contract which shall be subject to the TFR Contract Manager/Technical Officer's approval and he may, in consultation with the Tenderer, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Tenderer or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Manager/Technical Officer's opinion, are necessary to ensure full compliance by the Tenderer with his obligations as an employer in terms of the OHS Act and Regulations.
- 13.6 The Tenderer shall approve the Health and Safety Plan of the tenderer and further take reasonable steps to ensure that each tenderer's Health and Safety Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 13.7 The Tenderer shall stop any tenderer from executing any work, which is not in accordance with the Tenderer's, and/or tenderer's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Tenderer shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, TFR Contract Manager/Technical Officer, agent, tenderer, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

#### 14. Hazards Identification and Potential Hazardous Situations

- 14.1 The Tenderer shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
  - (b) The analysis and evaluation of the hazards identified;
  - (c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified; and
  - (d) A monitoring and review plan.
- 14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 The Tenderer shall consult with the health and safety committee or, if no health and safety committee exist, with a representative group of employees, on the development, monitoring and review of the risk assessment
- 14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health and safety on site or after an incident.
- 14.5 The Tenderer shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related health and safety procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.
- 14.6 The tenderer shall ensure that all service providers under his/her control are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such intervals as may be determined in the risk assessment. All task risk assessments must be submitted for review by Transnet Freight Rail health and safety specialist before commencement of any activities.
- 14.7 The task risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to tenderer employees, the activities shall be stopped until such time the tenderer complies.
- 14.8 The tenderer and the TFR Contract Manager/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract, or any hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.
- 14.9 The tenderer shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used to complete the activity safely.

- 14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the health and safety file.
- 14.11 Preliminary risk and hazard identification shall be conducted by the Tenderer prior to work commencement on site. Should the Client's Representative, TFR Contract Manager/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Tenderer on the site for which the Tenderer has not submitted a risk assessment, the Tenderer shall be required to do so before continuing with work.
- 14.12 The tenderer shall conduct a COVID-19 risk assessment to give effect to minimum control measure required, taking into consideration the specific circumstances of the workplace and work activities. When conducting such a risk assessment, the tenderer shall take into consideration measures required by the COVID-19 Occupational Health and Safety Measures in Workplaces.

## **15. Health and Safety File**

- 15.1 The tenderer shall prepare a Health and Safety file and submit to TFR Contract Manager for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations.
- 15.2 The approval time of the file is at least 5 working days.
- 15.3 The tenderer shall ensure that a copy of both his/her Health and Safety File as well as any tenderer's Health and Safety File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Manager/Technical Officer, or tenderer upon request.
- 15.4 The tenderer shall hand over a consolidated Health and Safety File to the TFR Contract Manager/Technical Officer upon completion of the Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

## **16. Occupational Health**

### **16.1 Medical Surveillance Programme**

- 16.1.1 The Tenderer shall ensure that all his and tenderer employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- 16.1.2 Medical certificate of fitness must be available and be kept in the health and safety file.
- 16.1.3 The tenderer shall develop and implement COVID 19 procedure and program to ensure the protection of employees and other persons.

## 16.2 Substance Abuse

- 16.2.1 All Tenderer must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.
- 16.2.2 No Tenderer may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.
- 16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a tenderer employee will be considered unfit for work if:
- (a) He/Health and Safety is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
  - (b) Refuses to undergo substance screening and/or testing;
  - (c) He /Health and Safety produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
  - (d) Through observation by security personnel or TFR Contract Manager, it is evident that the tenderer's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.
- 16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.
- 16.2.5 Any tenderer employee using medication that has a narcotic effect must declare before work to his / her supervisor.

## 16.3 Occupational Hygiene

- 16.3.1 The Tenderer shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessments should be documented and kept up to date.
- 16.3.2 The Tenderer shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the health and safety file, communicated to all affected parties and be reported to relevant authorities.

## 16.4 Welfare Facilities

- 16.4.1 The Tenderer must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.

16.4.2 The Tenderer must in addition to Facilities Regulations 2004, provide at or within reasonable access of every site, the following clean, hygienic and maintained facilities:

- (a) shower facilities, at least one shower facility per 15 persons;
- (b) at least one sanitary facility for each sex and for every 30 workers;
- (c) changing facilities for each sex; and
- (d) Sheltered eating areas.

16.4.3 The Tenderer must provide reasonable and suitable living accommodation for the workers on sites who are far removed from their homes and where adequate transportation between the site and their homes or other suitable living accommodation, is not available.

## 16.5 First Aid requirements

16.5.1 The Tenderer shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Tenderer must have the necessary equipment and/or facility on site for treatment of injured persons.

16.5.2 Tenderer shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.5.3 Considering the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Tenderer shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.5.4 The Tenderer must ensure that trained / certificated first-aid personnel are always appointed and be available on site. The ratio of first aiders to employees shall be 1 per team and additional first aider.

## 16.6 Asbestos Control

16.6.1 The Tenderer shall inform the TFR Contract Manager or TFR Contract Manager if during service work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Tenderer can work on asbestos containing material.

## 16.7 Noise

16.7.1 The Tenderer shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.7.2 Tenderer shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Tenderer shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.7.5 Noise zones must be demarcated as such.

## 16.8 Vibration

16.8.1 Tenderer must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.

16.8.2 Tenderer shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.

16.8.3 The Tenderer must introduce a work pattern that reduces the time exposure to vibrations.

16.8.4 The Tenderer shall issue employees with gloves and warm clothing. There is a debate as to whether anti-vibration gloves are effective, but it is agreed that warm clothing helps with blood circulation which reduces the risk of vibration white finger. Care must be taken so that the tool does not cool the hand of the operator.

## 16.9 Manual Handling

16.9.1 Tenderer must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

16.9.2 Tenderer shall ensure all employees involved in manual handling are trained in good lifting techniques.

## 16.10 Dust

16.10.1 The Tenderer shall monitor dust caused by their activities, mobile equipment, generators and other equipment. Factors such as wind can often affect the intensity to which the impact is experienced.

16.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.

16.10.3 Appropriate PPE should be provided to exposed employees.

## 16.11. Weather precautions

16.11.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other conditions, the Tenderer must institute precautionary measures to protect employees on site.

16.11.2 The Tenderer shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include

employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sunscreen to protect them against sun burn.

- 16.11.3 The Tenderer shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

## **17 Incidents/Occurrences**

- 17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act and in terms of National Railway Safety Act 6 of 2002 (and applicable SANS Codes) involving the tenderer and his tenderer on TFR premises, shall be reported to the TFR Contract Manager and Department of Labour as prescribed by the OHS Act.
- 17.2 TFR Contract Manager must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the tenderer, his tenderer, any person or machinery under his control on TFR premises.
- 17.3 TFR Contract Manager must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.
- 17.4 The Tenderer shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said tenderer employees were witnesses or may assist in the investigation.
- 17.5 The Tenderer shall make available to TFR any documents required to assist in their investigation.

## **18. Health and Safety Cost**

- 18.1 The Tenderer shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.
- 18.2 The Tenderer shall ensure that its tenderer have made adequate provision for the cost of health and safety measures in the tender offer.

## **19. Personal Protective Equipment (PPE)**

- 19.1 The Tenderer shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.
- 19.2 Such PPE shall be in line with and approved by credible institution such as SABS, EN, or AN the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.
- 19.3 The Tenderer shall manage the issuing of PPE and ensure that PPE is used at all times.

19.4 Employees shall be trained on the proper use of PPE.

## 20. Emergency Evacuation Plan and Procedure

20.1 The Tenderer must establish and implement an emergency evacuation plan to ensure that in the event of an emergency i.e fire, explosion, structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose.

20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TFR nearest assembly point.

20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and tenderer shall be given awareness training and participate in regular evacuation drills.

20.4 The Tenderer and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

## 21. Access Control and Security

21.1 The Tenderer shall, before commencing any work, obtain from the TFR Contract Manager/Technical Officer a Site Access Certificate as in Annexure 1 executed and signed by him, permitting and limiting access to the designated site or place of work by the Tenderer and any tenderer under his control.

21.2 No Site Access Certificate will be granted to the Tenderer who fails to comply with TFR minimum health and safety requirements, with the health and safety File not approved and without the health and safety induction been concluded.

21.3 The tenderer must assess the security risks and implement appropriate measures. All tenderers are to strictly adhere to all security requirements on the premises.

21.4 The Tenderer in collaboration with the TFR representative will ensure that proper access control is always in place and functional on site. A form of access control will be issued to tenderer employees who have been inducted and submitted copies of ID documents or work permits (where required).

21.5 Access Permits should be carried by a contract employee at all times when on site. Access Permits shall be produced at the point of entry / gate.

21.8 Tenderer shall ascertain from TFR Contract Manager/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

## 22. Management of Tenderer

22.1 The Tenderer is directly responsible for the actions of his tenderer/sub-tenderer.

22.2 The Tenderer will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the tenderer complies with all requirements.

- 22.3 The Tenderer shall provide any tenderer who is making a bid or appointed to perform work, with the relevant sections of the documented health and safety specification, who would in turn provide a health and safety plan for approval.
- 22.4 The Tenderer shall carry out monthly inspection/audits on the tenderer/tenderer to ensure that their health and safety plan is being implemented and maintained and submit audit report to TFR Contract Manager.
- 22.5 The Tenderer shall stop any tenderer/tenderer from executing work which poses a threat to the safety and health of persons or the environment.
- 22.6 The Tenderer shall ensure that the tenderer/sub-tenderer appointed have the necessary competencies and resources to perform the work safely.
- 22.7 The Tenderer will be required to submit 37(2) mandatory agreement with their service provider to the TFR Contract Manager

### **23. Environmental Management**

- 23.1 The Tenderer shall identify, document, and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken.
- 23.2 Before commencement with any of the services to be rendered to TFR, the Tenderer shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Tenderer employees arriving on the site shall attend such induction.
- 23.3 The Tenderer shall adhere to all instructions issued by Contract Manager or his /her delegated person in promotion of environmental management and legal compliance.
- 23.4 Service activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).
- 23.5 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting tenderer and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.
- 23.6 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
- 23.7 The Tenderer must notify the Contract Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
- 23.8 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

- 23.9 In case of major hydrocarbon spill or leakage because of equipment failure, Contract Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
- 23.10 The Tenderer shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
- 23.11 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 23.12 The Contract Manager or TFR Contract Manager may, at his or her discretion stop any work, activity, or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits.
- 23.13 The tenderer shall preserve wildlife in terms of the NEMA.

## **24. Operational Safety**

### **24.1 National Railway Safety Regulator Act / Railway Safety**

- 24.1.1 The Tenderer shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.
- 24.1.2 The Tenderer when engaging tenderer must review the capability of the proposed tenderer to comply with specified railway safety requirements and/or regulations.
- 24.1.3 The Tenderer and/or his tenderer must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.
- 24.1.4 The Tenderer shall ensure that all his employees are protected from the risk of being hit by moving trains.

### **24.2 Special Permits**

- 24.2.1 Where special work permits are required before work may be carried out such as for e.g. hot work (welding, cutting etc.), isolation, and occupations, the Tenderer shall apply to the TFR Contract Manager/Technical Officer or the relevant authority for such permits to be issued. The Tenderer shall strictly comply with the conditions and requirements pertaining to the issue of such work permits.

### **24.3 Vehicle Safety**

With respect to vehicles and mobile plants the Tenderer must ensure that:

- 24.3.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed.

- 24.3.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant.
- 24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner.
- 24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.
- 24.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- 24.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm.
- 24.3.7 Vehicles must be inspected by the authorised operator or driver daily using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle or mobile plant.
- 24.3.8 No person rides or is required or permitted to ride on a vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.
- 24.3.9 All vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.
- 24.3.10 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation.
- 24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier to prevent movement when transported in the same compartment with employees.
- 24.3.12 Where applicable, also in collaboration with the TFR representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all service vehicle related mobile plant where applicable.
- 24.3.13 This plan is to be reviewed at the allocated health and safety meeting to ensure its applicability where applicable. Where applicable the Tenderer shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the site.
- 24.3.14 Those working or operating on public roads and rail comply with the requirements of the National Road Traffic Act, 1996 and National Railway Safety Regulator Act, 2000.
- 24.3.15 In case of COVID 19 outbreak, the tenderer shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised, vehicle is sanitised before and after transporting employees. All

employees must sanitise their hands before getting into the vehicle and wear their face mask while in transit.

#### **24.4 Housekeeping and general safeguarding**

- 24.4.1 Tenderer must ensure that suitable housekeeping is continuously implemented on each work site.
- 24.4.2 The Tenderer must ensure proper storage of materials and equipment and the removal of scrap, waste, and debris at appropriate intervals.
- 24.4.3 The Tenderer must ensure that materials required for use, are not placed on the site to obstruct means of access to and egress from workplaces and passageways.
- 24.4.4 The Tenderer must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

#### **24.5 Hazardous Chemical Substances (HCS)**

- 24.5.1 The Tenderer must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the tenderer and employees against any risk of exposure.
- 24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the tenderer shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.
- 24.5.3 Employees exposed to hazardous substances shall be under medical surveillance.

#### **24.6 Stacking and Storage**

- 24.6.1 The Tenderer shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.
- 24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

#### **24.7 Fire Precautions and Fire Safety**

- 24.7.1 The Tenderer must ensure that all appropriate measures are taken to avoid the risk of fire. The tenderer shall comply with the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987.
- 24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- 24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials.
- 24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable

lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.

- 24.7.5 The Tenderer shall ensure that the work areas are clear, always, of any material, which could fuel a fire and that combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.
- 24.7.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).
- 24.7.7 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- 24.7.8 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the TFR Contract Manager.
- 24.7.9 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.
- 24.7.10 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof
- 24.7.11 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of fire fighting equipment in the work site.
- 24.7.12 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.
- 24.7.13 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.
- 24.7.14 The Tenderer must ensure that firefighting equipment are not to be used for any purpose other than their intended use.

## **24.8 Site Establishment and Demarcation of the site**

- 24.8.1 It is important that activities of the tenderer(s) are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.
- 24.8.2 The Tenderer shall demarcate the boundaries of the site to restrict activities to the site.
- 24.8.3 The method of demarcation and the location of the demarcated area shall be determined by the Tenderer and approved by the TFR Contract Manager prior to any work being undertaken. The Tenderer shall ensure that all his plant, labour and materials remain within the boundaries of the site.

24.8.4 Failure to do so may result in the Tenderer being required to fence off the boundaries of the site at his own expense to the satisfaction of the TFR. The tenderer is responsible for the safeguarding of his/her own equipment and material while on site.

## 24.9 Fall Protection Plan

24.9.1 In the event of the risk and hazard identification, as required in terms of clause 14 of this Specification, revealing risks relating to working from an elevated position the tenderer shall cause the designation of a competent person, responsible for the preparation of a fall protection plan.

24.9.2 The Tenderer shall implement, maintain and monitor the fall protection plan for the duration of the contract. The Tenderer shall also take such steps to ensure the continued adherence to the fall protection plan.

24.9.3 The fall protection plan shall include:-

- (a) A risk assessment of all work carried out from an elevated position;
- (b) The procedures and methods to address all the identified risks per location;
- (c) The evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) The training of employees working from elevated positions;
- (e) rescue plan; and
- (f) The procedure addressing the inspection, testing and maintenance of all fall protection equipment

## 24.10 Health and safety Signage (Symbolic Safety Signs) on plant and in buildings

24.10.1 The Tenderer's employees shall comply with all health and safety signage posted at various locations of TFR sites.

24.10.2 The Tenderer shall after occupation of the site ensure that appropriate health and safety signs (Symbolic Safety Signs) are displayed on site.

24.10.3 Where a Construction Work Permit has been issued to TFR for this contract, TFR shall provide a copy of such permit to the Tenderer who in turn shall ensure that the site unique number as per the permit, is conspicuously displayed on site.

## 24.11 General Machinery, Tools and Equipment

24.11.1 The Tenderer shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,

- 24.11.2 The Tenderer shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.
- 24.11.3 The Tenderer shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.
- 24.11.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the safety file.
- 24.11.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.
- 24.11.6 The Tenderer shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

## 24.12 Portable Electrical Tools

- 24.12.1 The Tenderer shall ensure that use and storage of all portable electrical tools comply with all applicable legislation.
- 24.12.2 The Tenderer shall ensure that only trained employees are authorised to use portable electrical tools
- 24.12.3 The Tenderer shall ensure that all portable electrical are kept in a safe working condition.
- 24.12.4 All portable electrical tools are inspected monthly by a competent person and daily before use by the operator of such tool. Records of such inspections must be kept in the safety file.
- 24.12.5 Safety signs and barriers must be erected before tools are used.
- 24.12.6 Users / Operators of electrical power tools should be issued with suitable protective equipment

## 24.13 Lifting Machine, Lifting Tackle and Suspended Loads

- 24.13.1 The Tenderer shall ensure that lifting machine and tackle comply with Driven Machinery Regulation 18 and all other applicable legislative requirements and standards.
- 24.13.2 The Tenderer shall ensure that lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid permit. The training should have been done according to the Code of Practice by a provider registered by the Department of Labour.
- 24.13.3 A lock out system should be implemented to ensure that only an operator that is competent can draw lifting machines and forklifts.

- 24.13.4 The Tenderer shall ensure that before using any lifting machines or tackle the operator inspect it. Records of such inspections and examinations shall be kept on the safety file.
- 24.13.5 All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months.
- 24.13.6 All lifting tackle should be recorded on a register and should be examined by an accredited person/company at intervals not exceeding 3 months.
- 24.13.7 All hooks shall be fitted with a safety latch/catch.
- 24.13.8 All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.
- 24.13.9 No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved by an inspector.
- 24.13.10 Rigging of loads to be done in accordance with acceptable safe work practices
- 24.13.11 Tenderer and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator.
- 24.13.12 Tenderer and their employees shall ensure that crane loads are not carried over the heads of any workmen.
- 24.13.13 The Tenderer shall ensure proper supervision in terms of guiding the load including the use of guide ropes to prevent loads from swinging and a trained person to direct lifting operations and checking the lifting tackle and attachments daily.

#### **24.14 Hand Tools and Pneumatic Tools**

- 24.14.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.
- 24.14.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications.
- 24.14.3 Tools with sharp points in toolboxes must be protected with a cover.
- 24.14.4 All files and similar tools must be fitted with handles.
- 24.14.5 The Tenderer must have a policy on private and makeshift tools on site.
- 24.14.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

## 24.15 Fatigue Management and Fit for Duty Processes

- 24.15.1 The Tenderer must ensure that it complies to the requirements of RSR 00-4-1.2016 Edition 1, Part 4-1 Human Factors Management-Fatigue Management standard.
- 24.15.2 The Tenderer shall document, implement and maintain processes and procedures to identify, assess and mitigate the risks associated with fatigue's contributory factors.
- 24.15.3 The Tenderer shall comply with TFR Fatigue Risk Management Plan (FRMP) and Fatigue Risk Management System (FRMS).
- 24.15.4 The Tenderer shall collect data and report on their management of fatigue as outlined in Clause 8.3 of Part 4-1 Human Factors Management-Fatigue Management standard.
- 24.15.5 The Tenderer shall document and implement fit for duty processes for all its employees.

## 24.16 Electrical Equipment

The Tenderer must ensure that:

- 24.16.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and OH&S Act.
- 24.16.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.
- 24.16.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Manager.
- 24.16.4 All electrical machines and appliances provided by the Tenderer for his own use on the Site are in a serviceable condition
- 24.16.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Manager and are double insulated.
- 24.16.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Manager or any other authorised Officer of TFR.
- 24.16.7 All electrical installations are inspected by the TFR Contract Manager (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Manager should be removed by the Tenderer at his expense.
- 24.16.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.

- 24.16.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.
- 24.16.10 The Tenderer must obtain approval from the TFR Contract Manager before any of his employees or Sub-tenderer commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.
- 24.16.11 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Tenderer require entering such places to carry out work, he must first obtain permission from the TFR Contract Manager and obtain a valid Permit to Work.
- 24.16.12 The Tenderer's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.
- 24.16.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.
- 24.16.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.
- 24.16.15 Tenderer working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

## 24.17 Work in Confined Space

- 24.17.1 The Tenderer shall ensure that a confined space is only entered by an employee or any other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- 24.17.2 the Tenderer shall take steps to ensure that any confined space in which there exist or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or likely to have, an oxygen content of less than 20 percent by volume, is entered by an employee or other person only when:
  - (a) the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken;

- (b) the confined space is isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

- 24.17.3 The Tenderer shall ensure that the provisions of General Safety Regulation 5 are complied with regard to work on confined space
- 24.17.4 The Tenderer must take into consideration that a tunnel is defined as a confined space in terms of the General Safety Regulations and must ensure compliance to the above when working in tunnels.

## 24.18 COVID 19 Requirements

- 24.18.1 The tenderer shall complete and submit to the TFR Contract Manager a declaration stating that the tenderer is permitted to operate in terms of the provisions of the Disaster Management Act 2002 (Act No 57 of 2002) and Regulations, Transnet COVID-19 Guidelines and COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020 and have prepared a COVID-19 Workplace Readiness Plan and shall operate within the regulated permissions and restrictions of applicable lockdown level.
- 24.18.2 The tenderer must ensure that all its employees are trained on the health risks and hazards associated with COVID-19 and what precautionary measures they must follow for the protection of their health, including the proper use and maintenance of PPE. They are prepared and informed regarding updated rules, hygiene and behavioural practices, complete a "return to work interview" with their line manager and sign commitment to maintain social distancing.
- 24.18.3 The tenderer shall ensure that every employee reporting for duty is screened to ascertain whether they have any observable symptoms associated with COVID-19 and require such employee to immediately inform the tenderer if he/she experiences such symptoms
- 24.18.4 Non-essential physical work that requires close contact between workers should be avoided where it is possible to do so.
- 24.18.5 Where it is practicable, every employee must be issued with own tool for use for the duration of the shift. Tools and equipment in stores should be sanitised before issued and on return to the stores.
- 24.18.6 Washing hands facilities must be provided on site, and where it is not available, employees should be provided with hand sanitisers. Employees should be encouraged to regularly wash their hands.
- 24.18.7 Alcohol testing on site should be managed in such a way that no employee is exposed to the virus and tenderer must promote personal hygiene. Breathalyzer equipped with disposable mouthpieces shall be used and shall be cleaned and/or disinfected after every use.

- 24.18.8 All non-essential visitors to site are not allowed, only suppliers are allowed. Suppliers must be advised in advance of the COVID-19 site screening tests and required COVID-19 PPE requirements for the site.
- 24.18.9 Where site meetings are held, only absolutely necessary meeting participants should attend. Social distancing should be maintained.
- 24.18.10 The tenderer shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised.
- 24.18.11 The tenderer shall inform the TFR Contract Manager when any of its employees working on TFR premises has been diagnosed with COVID-19. The tenderer shall investigate the cause and control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.

## 25. Confidentiality

- 25.1 The Tenderer must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.
- 25.2 He/she must ensure that such data or information is not given to any non-employee of the tenderer without written consent of the TFR Contract Manager.
- 25.3 The Tenderer shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
- 25.4 The tenderer must provide adequate physical protection for any confidential documents, etc, which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TFR must be notified immediately.

## ANNEXURE 1

### TENDERER MONTHLY HEALTH AND SAFETY REPORT

|                            |                                    |                                                 |                                                      |                           |
|----------------------------|------------------------------------|-------------------------------------------------|------------------------------------------------------|---------------------------|
| <b>For Month/Year</b>      |                                    | <b>Name of Tenderer</b>                         |                                                      |                           |
| <b>Name of Project</b>     |                                    |                                                 |                                                      |                           |
| <b>Contract Number</b>     |                                    | <b>Date of Commencement</b>                     |                                                      | <b>Date of Completion</b> |
|                            |                                    |                                                 |                                                      |                           |
| <b>Number of employees</b> | <b>Man-hours worked this Month</b> | <b>Cumulative (Contract duration man-hours)</b> | <b>Man-hours Since last Lost Time Incident (LTI)</b> | <b>DIFR</b>               |
|                            |                                    |                                                 |                                                      |                           |

#### 1. Details of health and safety Incidents

| <b>Incident</b>                             | <b>This Month</b> | <b>Cumulative(Contract duration)</b> | <b>Short description of major/ significant incidents and preventative action taken</b> |
|---------------------------------------------|-------------------|--------------------------------------|----------------------------------------------------------------------------------------|
| <b>Number of fatalities</b>                 |                   |                                      |                                                                                        |
| <b>Number of disabling incidents</b>        |                   |                                      |                                                                                        |
| <b>Number of Medical Treatment Cases</b>    |                   |                                      |                                                                                        |
| <b>Number of first aid Cases</b>            |                   |                                      |                                                                                        |
| <b>Number of near miss incidents</b>        |                   |                                      |                                                                                        |
| <b>Motor vehicle incidents</b>              |                   |                                      |                                                                                        |
| <b>Number of environmental incidents</b>    |                   |                                      |                                                                                        |
| <b>Positive substance abuse incidents</b>   |                   |                                      |                                                                                        |
| <b>Substandard Act/ Conditions observed</b> |                   |                                      |                                                                                        |
| <b>Legal violations observed</b>            |                   |                                      |                                                                                        |

## **2. Details of health and safety Meetings**

| Date | No of participants | Major health and safety Concerns | Action taken |
|------|--------------------|----------------------------------|--------------|
|      |                    |                                  |              |
|      |                    |                                  |              |
|      |                    |                                  |              |
|      |                    |                                  |              |

## **3. Details of Audits/Inspections**

| Date | Area / Facility | Findings/Recommendations | Action taken |
|------|-----------------|--------------------------|--------------|
|      |                 |                          |              |
|      |                 |                          |              |
|      |                 |                          |              |
|      |                 |                          |              |

## **5. Details of any health and safety Promotional activities for the month**

| Date | Activity | Remarks |
|------|----------|---------|
|      |          |         |
|      |          |         |
|      |          |         |
|      |          |         |

## **6. Safety Communication**

| Month | Number of Safety talks held | Remarks |
|-------|-----------------------------|---------|
|       |                             |         |

Attach separate Health and Sheets for further or other details

.....  
Name of Tenderer Representative

.....  
Signature

.....  
Date

**ANNEXURE E**

**GENERAL BID CONDITIONS**  
**[June 2022]**

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Respondent's Signature

---

Date & Company Stamp

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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 **Service Provider or 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](https://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](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://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 CLARIFICATIONS 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 COMMUNICATIONS 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 COMMUNICATIONS 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 service providers 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/Service Provider, 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/Services 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 ACCEPTANCES 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 NOTICES 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/Service Provider 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 IDENTIFICATIONS**

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/Services 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 24.1 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/Service Provider 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/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

**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/Service Provider'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 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

**29 VALUE-ADDED TAX**

29.1 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.

29.2 In respect of foreign Services rendered:

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

**30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

30.1 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 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

#### 30.2 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/Service Provider'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.

### **31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

#### 31.1 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.

#### 31.2 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/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

##### c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider 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.

## **32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

### **32.1 Copyright**

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

### **32.2 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/Services 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.

### **32.3 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.

### **32.4 Foreign specifications**

The Respondent quoting for Goods/Services 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.

## **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

33.1 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.

33.2 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.

33.3 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.

33.4 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.

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [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/Service Provider'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.

33.6 The attention of the Respondent is directed to clause 25 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.

#### **34 DATABASES 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.

#### **35 CONFLICTS WITH ISSUED RFX DOCUMENT**

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

## **ANNEXURE F**

**Important Note: All potential bidders must read this document and certify in the RFQ Declaration Form that they have acquainted themselves with and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

---

Respondent's Signature

---

Date & Company Stamp

**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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

**1 OBJECTIVES**

1.1 Transnet and the Bidder / Supplier 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 Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

**2 COMMITMENTS OF TRANSNET**

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency, and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

**3 OBLIGATIONS OF THE BIDDER / SUPPLIER**

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

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

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

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

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

3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

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

3.6 A Bidder / Supplier 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 bidding process. Similarly, the Bidder /

Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

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

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

a) Human Rights

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

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

b) Labour

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

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

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

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

c) Environment

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

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

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

d) Anti-Corruption

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

#### **4 INDEPENDENT BIDDING**

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities, or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid 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 bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
- f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted 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.

4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

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

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

## **6 DATABASE OF RESTRICTED SUPPLIERS**

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No 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.

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

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

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

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

6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

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

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed, or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

**7 PREVIOUS TRANSGRESSIONS**

7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.

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

**8 SANCTIONS FOR VIOLATIONS**

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

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

**9 CONFLICTS OF INTEREST**

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

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

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

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

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

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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

9.4 The Bidder / Supplier 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 Bidder / Supplier.

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## **11 GENERAL**

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

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

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

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

11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent, or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

**ANNEXURE G**

**NON-DISCLOSURE AGREEMENT**  
**[April 2020]**

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Respondent's Signature

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Date & Company Stamp

**THIS AGREEMENT is made between.****Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and****the Company as indicated in the RFP bid response hereto.****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 Bid 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** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agent's contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company, and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine readable medium.

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

## 3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read, or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

**4. ANNOUNCEMENTS**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name, or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power, or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture, or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

## **ANNEXURES**

**Annexure A: Scope of Work**

**Annexure B: Risk Management Elements**

**Annexure C: Environmental Management Plan**

**Annexure D: Health and Safety Specification**

**Annexure E: General Bid Conditions**

**Annexure F: Integrity Pact**

**Annexure G: Non-Disclosure**

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Respondent's Signature

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Date & Company Stamp

1 August 2024

To Whom It May Concern:

**TRANSNET SOC LIMITED – CERTIFICATE OF ASSETS ALL RISKS INSURANCE – 2024 / 2025**

This serves to confirm that Transnet SOC Ltd, are insured for loss or damage to insured property (including Machinery Breakdown Business Interruption resulting therefrom) under the Assets All Risks Insurance Policy arranged for Transnet SOC Ltd with Hollard Insurance Company as follows:

|                            |                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Insured</b>             | <b>Transnet SOC Limited</b> and all their Subsidiary Companies, all Companies administered, all Joint Ventures and any other entity or body for which Transnet Limited has the authority to insure.                                                                                                                                                                                                         |
| <b>Insurer</b>             | Hollard Insurance Company                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Policy Number</b>       | TRA 2024-25 PDBI                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Period of Insurance</b> | 1 April 2024 to 31 March 2025                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Renewal Date</b>        | 01 April                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Property Insured</b>    | All property of the Insured, including Buildings, Contents, Equipment, Machinery, Locomotives, Rolling Stock, Motor and Mobile Plant Fleet, Third Party Property in the care, custody and control of the Insured and property acquired during the period of insurance and overhead transmission cables and railway perway and ballast as declared to Insurers and more fully defined in the policy wording. |
| <b>Cover</b>               | "All Risks" of physical loss or damage including Machinery Breakdown and Business Interruption resulting therefrom (subject to General Conditions and Exclusions).                                                                                                                                                                                                                                          |
| <b>Limits</b>              | Property Damage and Business Interruption Combined ZAR 3,000,000,000 each and every occurrence, in excess of self-insured deductibles, Aggregate, the divisional residual deductibles and as per the policy sub-limits.                                                                                                                                                                                     |

Maksure Place, Waterfall Point  
Cnr Waterfall & Woodmead Drive  
Waterfall City, 2090  
Johannesburg South Africa  
**Tel** +27 11 805 0086  
**Fax** 086 762 7356  
**Email** info@maksure.co.za  
**Web** www.maksure.co.za



**Territorial Limits**

The Territorial Limits of the policy includes: South Africa,  
Namibia,

Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique  
and Malawi, but worldwide in respect of:

The above information is to be read strictly in conjunction with the policy terms and conditions and is issued as matter of information only and confers no rights to and upon the policyholder to amend, extend or alter the coverage afforded by the Policy mentioned above.

Langa Sigodi

A handwritten signature in black ink, consisting of a series of loops and a final cross-stroke.

Corporate Broker

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**Authorised Financial Services Provider**

Registration in South Africa Number 2013/150155/07

Authorized FSP Licence Number 44889

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :**

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

**Definitions**

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000. □ Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

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- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

**Deductibles:**

**In respect of loss or damage:**

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :

Major perils

Minor perils

|                                |         |          |                 |
|--------------------------------|---------|----------|-----------------|
| 0 to R100,000,000              | R25,000 | R15,000  | R100,000,001 to |
| R250,000,000                   | R50,000 | R15,000  |                 |
| R250,000,001 to R500,000,000   |         | R100,000 | R25,000         |
| R500,000,001 to R1,000,000,000 |         | R150,000 | R25,000         |

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

|                                 |                           |
|---------------------------------|---------------------------|
| Contracts with a contract value | Deductible                |
| 0 to R500,000,000               | R1,000,000 per occurrence |
| R500,000,001 to R1,000,000,000  | R1,500,000 per occurrence |

## **PUBLIC LIABILITY**

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

**Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

#### Policy Limits:

|                                                       |                                                                                                            |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Contractors Public Liability                          | R100,000,000 any one occurrence / unlimited during the Period of Insurance                                 |
| Contractors Negligent Removal or weakening of Support | R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance. |
| Statutory Legal Defence Costs                         | *R5 000 000 in the aggregate during the Period of Insurance.                                               |
| Arrest / Assault / Defamation                         | *R5 000 000 in the aggregate during the Period of Insurance.                                               |
| Prevention of Access                                  | *R5 000 000 in the aggregate during the Period of Insurance.                                               |
| Trespass / Nuisance                                   | *R5 000 000 in the aggregate during the Period of Insurance.                                               |
| Claims Preparation Costs                              | R5 000 000 any one occurrence                                                                              |

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

#### General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities

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- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion □ Grid Failure

## **PROFESSIONAL INDEMNITY**

### Cover Provided :

#### Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

### Insurer :

Stalker Hutchinson (Santam Limited)

### Policy Number:

6000/132337

### Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Limit Of Indemnity:**

Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs - \*R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - \*R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - \*R5,000,000 in the aggregate during the policy period of insurance.

Defamation - \*R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - \*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.

- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Langa Sigodi



Account Executive: Corporate & Global Markets