Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: FOR THE PROVISION OF CIVIL AND STRUCTURAL MAINTENANCE SERVICES ACROSS MULTIPLE OPERATIONAL DEPOTS WITHIN TRANSNET PIPELINES (SOUTH A REGION) ON AN "AS AND WHEN" BASIS FOR A PERIOD OF (FIVE) 5 YEARS.

RFP NUMBER	**:TPL/2026/05/0334/5620RFP**
ISSUE DATE	**: 28th October 2026**
COMPULSORY BRIEFING	**: 12th November 2026**
CLOSING DATE	**: 20th November 2026**
CLOSING TIME	**: 16h00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

Contents

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The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

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C3.1 Service Information

Part C4: Affected Property

C4.1 Affected Property

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE PROVISION OF CIVIL AND STRUCTURAL MAINTENANCE SERVICES ACROSS MULTIPLE OPERATIONAL DEPOTS WITHIN TRANSNET PIPELINES (SOUTH A REGION) ON AN "AS AND WHEN" BASIS FOR A PERIOD OF (FIVE) 5 YEARS
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://esupplierportal.transnet.net/portal/ (please use Google Chrome to access Transnet link) FREE OF CHARGE.**
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Hillcrest Pump 43 Shongweni Road (towards M13) **on the 12th November 2026,** at **10:00am [10 O'clock]** for a period of ± 1 (Hour) hour. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place, tenderers are to note**: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. PPE must be fire retarded. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-02** hereto must be completed and submitted with your

	Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**16:00 on** (2026/11/20) Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration.**

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (https://esupplierportal.transnet.net/portal/);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

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

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

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

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

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

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

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

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

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer*:*

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at

https://secure.csd.gov.za/. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number…… and Unique registration reference number …… (Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

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

	Part C2: Pricing data	C2.1 Pricing instructions/Pricing Assumptions
	Part C3: Scope of Service	C2.2 Price List/Price Schedule
	Part C4: Affected Property	C3.1 Service Information
		C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Officer /Procurement Manager
	Name:	Ms. N. Ntshona/Commodity Manager
	Address:	202 Lembede Street Durban
	Tel No.	N/A
	E – mail	Nosicelo.ntshona@transnet.net

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

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

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB/5CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)
   Joint ventures are eligible to submit tenders subject to the following:
   1. every member of the joint venture is registered with the CIDB;

2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB/5CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

3. Eligibility Criteria with regards to the Key Resource Professional Registration

a. Proof of Construction Manager: Registered with South African Council for the Project and Construction Management Professions h SACPCMP as a Professional Construction Manager (Pr. CPM)
Construction Manager (Name):
_____
Professional Registered with: _____as
_____

b. Proof of Health & Safety Officer: Registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO)
Health and Safety Officer (Name):
_____
Professional Registered with: _____as
_____

c. Proof of Plumber: Registered with Plumbing Industry Registration Board (PIRB) as a Cold-Water Technical Operator Practitioner for Plumber.
Plumber (Name):
_____
Professional Registered with: _____as
_____

Note: Tenderers without a copy of a valid certificate as proof of professional registration will be disqualified.

4. Stage Three - Functionality: (if applicable)

(Generally tender submissions are evaluated in terms of Financial offer and preference. In the event of Functionality being introduced as part of an evaluation criteria, such requirement must be stated in the tender documents.
For the proper application of Functionality work shall be classified as follows:
Simple/Straightforward/Routine work – where tasks or activities are straightforward in nature in terms of which inputs are relatively well know and outputs can be readily defined –Functionality cannot be specified for this class of work or type of work
Complex work – characterised by requirements for higher levels of skills , greater resources or not well defined inputs and outputs
Specialist work – requiring considerable innovation , creativity , and expertise or skill (or both) or work that has a high downstream impact)

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

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

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

C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Each tender offer shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and identification details that are to be shown on each tender offer package are as follows: Identification details: The tender documents must be uploaded with: ▪ Name of Tenderer: ..... ▪ Contact person and details: .....

- The Tender Number: .....
- TenderDescription:.....
  .....
  .....
  .....

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

C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **16:00** on the **20th November 2026** Location: The Transnet e-Tender Submission Portal: https://esupplierportal.transnet.net/portal/) **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status**. 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender; 3. A valid CIDB certificate in the correct designated grading; 4. Proof of registration on the Central Supplier Database; 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. **Note:** Refer to Section T2.1 for List of Returnable Documents
C3.11	The minimum number of evaluation points for functionality is: **60** The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Quality Criteria	Weighting points	Scoring Guideline
Technical Capability		
1. Key Person's Experience Construction Manager (Max 20Points)	**20**	• 0% - Less than 2 years' experience as a Construction Manager. • 20% - 2 to less than 3 years' experience as a Construction Manager. • 40% - 3 to less than 4 years' experience as a Construction Manager. • 60% - 4 to less than 5 years' experience as a Construction Manager. • 80% - 5 to less than 6 years' experience as a Construction Manager. 100% - 6 or more years' experience as a Construction Manager.
2. Construction Health & Safety Officer	**20**	• 0% - Less than 2 years' experience as a Construction Health and Safety Officer. • 20% - 2 to less than 3 years' experience as a Construction Health and Safety Officer. • 40% - 3 to less than 4 years' experience as a Construction Health and Safety Officer. • 60% - 4 to less than 5 years' experience as a Construction Health and Safety Officer. • 80% - 5 to less than 6 years' experience as a Construction Health and Safety Officer. • 100% - 6 or more years' experience as a Construction Health and Safety Officer.
3. Plumber	**10**	• 0% - Less than 2 years' experience a Plumber. • 20% - 2 to less than 3 years' experience as a Plumber • 40% - 3 to less than 4 years' experience as a Plumber • 60% - 4 to less than 5 years' experience

		as a Plumber • 80% - 5 to less than 6 years' experience as a Plumber • 100% - 6 or more years' experience as a Plumber.
4. Company's related Project Experience	**25**	• 0% - The Respondent did not list any Earthworks, Building Maintenance or Concrete Projects as submitted are not relevant. • 20% - The Respondent has completed less than 3 Earthworks, Building Maintenance or Concrete Projects with a minimum value R2 Million Rands. • 40% - The Respondent has completed 3 or more, but less than 5 Earthworks, Building Maintenance or Concrete Projects with a minimum value R2 Million Rands. • 60% - The Respondent has completed 5 or more, but less than 7 Earthworks, Building Maintenance or Concrete Projects with a minimum value R2 Million Rands. • 80% - The Respondent has completed 7 or more, but less than 9 Earthworks, Building Maintenance or Concrete Projects with a minimum value R2 Million Rands. • 100% - The Respondent has completed 9 or more Earthworks, Building Maintenance or Concrete Projects with a minimum value R2 Million Rands.
5. Method Statement	**25**	• 0% - The Respondent has submitted no information or inadequate information to determine a score. • 20% - The method statement adequately addresses only 1 of the reference points. • 40% - The method statement adequately addresses any 2 of the reference points. • 60% - The method statement adequately addresses any 3 of the reference points. • 80% - The method statement adequately addresses any 4 of the reference points. • 100% - The method statement adequately addresses all 5 of the reference points.

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

- T2.2-04 Company's Experience (Project Organogram, Management & CV's
- T2.2-05 Previous experience of Key Resources
- T2.2-06 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

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

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

C.3.13 Tender offers will only be accepted if:

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

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the

tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

   the tenderer:

   a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

   b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

   c) has the legal capacity to enter into the contract,

   d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

   e) complies with the legal requirements, if any, stated in the tender data and

   f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule -** CIDB Registration

T2.2-02 **Stage One: Eligibility Criteria Schedule -** Certificate of attendance at ` Compulsory Tender Clarification Meeting

T2.2-03 **Stage One: Eligibility Criteria Schedule –** Key Resources Professional Registration

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

T2.2-04 Evaluation Schedule: Project Organogram, Management & CV's

T2.2-05 Evaluation Schedule: Previous experience

T2.2-06 Evaluation Schedule: Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing with Workmen's Compensation Fund

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Subcontractors

T2.2-12 Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFP Declaration Form

T2.2-16 RFP – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

T2.2-20 Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO) DPIP

T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-22 Insurance provided by the Contractor

T2.2-23 Form of Intent to provide a Performance Guarantee

T2.2-24 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Price List

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

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

Capacity .....

Attendance of the above company at the meeting was confirmed:

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

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

Compulsory Returnable

T2.2-03: ELIGIBILITY CRITERIA SCHEDULE –REGISTRATION FOR KEY PERSONNEL

The minimum registration for the identified key personnel is required to be submitted as a part of the tender as indicated in the table below.

Position	Required registrations	Proposed Resource name	Documents Submitted (Yes/No)
Construction Manager	Registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a professional Construction Manager (Pr.CM)		
Construction Health and Safety Office	Registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO)		
Plumber	Registered with Plumbing Industry Registration Board (PIRB) as a Cold Water Technical Operator Practitioner for Plumber.		

Failure to meet all the above registration requirements and to provide all valid copies of the relevant certificates shall be disqualified.

Signed at	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-04: Evaluation Schedule: Project Organogram, Management & CV's (Maximum 50 Points)

1. Curriculum Vitae, proof of qualifications and proof of registration with applicable professional bodies shall be provided for the following critical personnel:
   - **Construction Health & Safety Manager.**
   - **Construction Health and Safety Officer**
   - **Construction Manager**
   - **Plumber**
2. The detailed CV must provide the following:
   - The roles and responsibilities for the works of the resource should be clearly stated.
   - Detailed experience in **Earthworks, Building Maintenance and Concrete Projects**, including the positions held and recent assignments, along with their total duration.
   - Detail the education, training, and skills of the assigned staff in the specific sector, field, or subject, directly linked to the scope of works.
3. The minimum qualifications and registrations for the above positions are as listed in Eligibility criteria section.
4. To attain the indicated scores, all requirements set forth under the various scoring categories must be attained.
5. The resources will be required upon commencement of the services. Should the proposed candidates not be available at the required time, the CVs as submitted will serve as benchmarks defining the minimum requirements for any replacement candidates put forward by the Respondent. Persons with lesser qualifications and levels of experience than shown in the CVs as submitted will not be accepted and may result in disqualification.

Index of documentation attached to this schedule:

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A. Construction Health & Safety Officer (Max 20 points)

Element weight 20%.	**% Weighting**	**Criteria**
Number of years relevant experience **Max 20 points**	0%	Less than 2 years' experience as a Construction Health and Safety Officer.
	20%	2 to less than 3 years' experience as a Construction Health and Safety Officer.
	40%	3 to less than 4 years' experience as a Construction Health and Safety Officer.
	60%	4 to less than 5 years' experience as a Construction Health and Safety Officer.
	80%	5 to less than 6 years' experience as a Construction Health and Safety Officer.
	100%	6 or more years' experience as a Construction Health and Safety Officer.

B. Construction Manager. (Max 20 points)

Element weight 20%.	**% Weighting**	**Criteria**
Number of years relevant experience **Max 20 points**	0%	Less than 2 years' experience as a Construction Manager.
	20%	2 to less than 3 years' experience as a Construction Manager
	40%	3 to less than 4 years' experience as a Construction Manager
	60%	4 to less than 5 years' experience as a Construction Manager
	80%	5 to less than 6 years' experience as a Construction Manager
	100%	6 or more years' experience as a Construction Manager

C. Plumber. (Max 10 points)

Element weight 10%.	**% Weighting**	**Criteria**
Number of years relevant experience **Max 10 points**	0%	Less than 2 years' experience as a Plumber.
	20%	2 to less than 3 years' experience as a Plumber.
	40%	3 to less than 4 years' experience as a Plumber.
	60%	4 to less than 5 years' experience as a Plumber.
	80%	5 to less than 6 years' experience as a Plumber.
	100%	6 or more years' experience as a Plumber.

T2.2-05 Evaluation Schedule: Previous experience (Max 25 points)

1. Respondents are required to demonstrate their experience regarding **Earthworks, Building Maintenance and Concrete Projects**. Respondents shall supply a sufficiently detailed list of projects that are to be tabulated in the table overleaf (exemplary template provided below), indicating the following:

   a) Title of project.
   b) Name of client.
   c) Brief description of the scope of the project.
   d) Start and end dates of the project.
   e) Scope of services provided by Respondent, including disciplines within which services were provided.
   f) Total capital cost of project (excl. VAT).
   g) Name and contact details of client representative.

2. Respondents shall SUBMIT further, independent documentary evidence to certify the Respondent's role in the execution of the projects submitted under this Returnable Schedule, to include Company's Reference Letters Or/ And Completion Certificates.

3. The scoring of this criterion will be based on the number of relevant and successfully completed projects.

Index of documentation attached to this schedule:

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PROJECT DATA SHEET: PROJECT RELATED EXPERIENCE			
Name of company responsible for executing work or rendering the service			
Project Title:			
Client Organisation Name:			
Brief Project Description			
Client Contact Person:	Name	Telephone No	email address
Total Cost of Project **(ZAR excl VAT)**			
Project Duration		**Completion Date**	

<u>NOTE:</u> The Respondent shall submit independent and verifiable documented evidence confirming the Respondent's role in the execution and successful completion of the projects submitted under this Returnable Schedule. Only signed documented proof demonstrating project completion, such as completion certificates, reference letters or practical completion certificates. Purchase orders will not be accepted as they do not show completion of the project.

Failure to submit such further documented evidence will result in any associated project-related experience being disregarded for evaluation purposes.

To ensure a fair and accurate evaluation of previous experience, respondents are strongly encouraged to complete this table for each project listed. If not completed, the evaluation will be based solely on the information contained in the completion or reference letters. These letters often include only project titles without sufficient detail on the scope of work, which limits the evaluators' ability to assess experience accurately. No assumptions will be made, and any lack of clarity or detail will be to the disadvantage of the respondent's score.

The scoring of previous experience shall take inflation into account for projects completed one year or more prior. An inflation rate of 5% per annum shall be applied

Element Weight 25%.	**% Weighting**	**Criteria**
Number of completed Projects **Max 25 points**	0%	The Respondent did not list any Earthworks, Building Maintenance or Concrete Projects as projects submitted are not relevant.
	20%	The Respondent has completed less than 3 Earthworks, Building Maintenance or Concrete Projects with a minimum value of 2 million Rands.
	40%	The Respondent has completed 3 or more, but less than 5 Earthworks, Building Maintenance or Concrete Projects with a minimum value of 2 million Rands.
	60%	The Respondent has completed 5 or more, but less than 7 Earthworks, Building Maintenance or Concrete Projects with a minimum value of 2 million Rands.
	80%	The Respondent has completed 7 or more, but less than 9 Earthworks, Building Maintenance or Concrete Projects with a minimum value of 2 million Rands.
	100%	The Respondent has completed 9 or more Earthworks, Building Maintenance or Concrete Projects with a minimum value of 2 million Rands.

T2.2-06 Evaluation Schedule: Method Statement (Max 25 points)

The Tenderer is required to submit a detailed Method Statement outlining how the following tasks will be executed, along with the proposed approach for each:

a. Demolition and replacement of damaged concrete slabs in a petroleum manifold bunded area.
b. Removal and replacement of worn-out sealants in a petroleum manifold bunded area.
c. Replacement of eroded stone or aggregate surfaces in a high-voltage yard.
d. Repair or replacement of a leaking potable water pipes buried underneath a tar road.
e. Repairing roof leaks and replacing the waterproofing membrane on a concrete roof
f. Repairing roof leaks and replacing metal roof sheets

The Method Statement will be evaluated against the following criteria. The Tenderer must provide a clear and specific response to each section:

I. Methodology

The Tenderer is expected to provide a detailed, task-specific description of the procedures to be followed. This should include:

- Preparation works
- Tools, equipment and materials to be used
- Installation techniques

II. Quality Control

The Tenderer must outline the quality assurance and control measures that will be implemented to ensure compliance with project specifications. The submission should address:

- Inspection and testing procedures
- Frequency of inspections
- Acceptance criteria for completed work

III. Environmental Management

The Method Statement must demonstrate awareness of environmental responsibilities and describe how environmental impacts will be minimised. This includes:

- Waste management and disposal procedures

- Pollution prevention measures
- Use of environmentally safe materials or practices

IV. Risk Management

The Tenderer must identify potential risks associated with each task and describe how these risks will be mitigated or controlled. The response should also include any contingency measures in place to manage unforeseen events.

V. Health and Safety Measures

The Tenderer must describe the safety measures to be implemented during project execution. This should include:

- Required personal protective equipment (PPE)
- Safety training and awareness for workers
- Emergency response procedures
- Handling and storage of hazardous materials

NB: Tenderers are encouraged to ensure that the Method Statement is concise, focused and limited to a maximum of 20 pages.

Index of documentation attached to this schedule:

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Element weight 25%	**%**	**Criteria**
Method Statement (reference points) Please illustrate a specific method for: 1. Methodology and procedures 2. Quality Control 3. Environmental Considerations 4. Risk Management 5. Safety Measures **Max 25 points**	0	The Respondent has submitted no information or inadequate information to determine a score.
	20	The method statement adequately addresses only 1 of the reference points.
	40	The method statement adequately addresses any 2 of the reference points.
	60	The method statement adequately addresses any 3 of the reference points.
	80	The method statement adequately addresses any 4 of the reference points.
	100	The method statement adequately addresses all 5 of the reference points.

T2.2-07: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I,_ , chairperson of the board of directors of _, hereby confirm that by resolution of the board taken on _ _ _ _ _ _ _ _ _ (date), Mr/Ms _ , acting in the capacity of _, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed		Date	
Name		Position	Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _ hereby authorise Mr/Ms _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, acting in the capacity of _, to sign all documents in connection with the tender offer for Contract _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _, an authorised signatory of the company _ , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _ _ _ _ __ _ _ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

D. Certificate for Sole Proprietor

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

Signed	....	Date	....
Name	....	Position	....

T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-09: Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

3.

4.

Name of Company/Members of Joint Venture:

…… …… …… …… …… …… …… …… …… …… …… …… ……

T2.2-10: Risk Elements

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

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

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

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

T2.2-11: Schedule of Proposed Sub Contractors:

Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract.

Provide information of the Sub-consultants below:

	Name of proposed Sub-contractors	**Proposed Sub-contractor: National Treasury Central Supplier Database Registration Number**	**Nature and extent of work**	**B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No**	**Amount of work sub-consulted in Rands (excl. 15% Vat)**	**Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.**
1.						
2.						
3.						
4.						

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:

Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).

T2.2-12: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-13 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

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

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

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

Signed	.....	Date	.....
Name	.....	Position	.....
Enterprise name	.....		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

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

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

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	**10**
30% Black Women Owned	**10**
Total points for Price and B-BBEE must not exceed	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency 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) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership 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 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 and other specific goals: = ……(maximum of 10 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted……%

ii) The name of the sub-contractor……..

iii) The B-BBEE status level of the sub-contractor……..

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES	
1. …….	…….
2. …….	SIGNATURE(S) OF BIDDERS(S)
	DATE: …….

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

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

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

Full Name	**Identity Number**	**Name of State institution**

[1] 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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

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

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

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

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

....

Signature Date

....

Position Name of bidder

T2.2-14: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

.....
.....

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written

consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

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

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

Tenderer .....

T2.2-15: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

Indicate nature of relationship with Transnet: _____

_____

_____

_____

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

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

8. We have acquainted ourselves and agree with the content of T2.2-13 "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:

Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____
_____
_____
_____

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDERER

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

NAME OF TENDERING ENTITY:

_____

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

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

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a tender which does not meet the specifications and conditions of the tender; or

f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

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

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

Signed on this _____ day of _____20___

_____

SIGNATURE OF TENDERER

T2.2-18: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

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

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

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

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the

contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

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

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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

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

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

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

a) Human Rights

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

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

b) Labour

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

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

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

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

c) Environment

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

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

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

f) tendering with the intention of not winning the Tender.

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

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

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and

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

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

a) Private gain or advancement; or

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

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

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

member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

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

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

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

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

Signature .....

Date .....

T2.2-19: Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

1. ***Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***
    - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
    - Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
    - Employees may not receive anything that is calculated to:
    - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. ***Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. ***Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____

(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

_____

Signature

T2.2-20 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.					
Is the Respondent *(Complete with a "Yes" or "No")*					
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

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

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

SIGNED at _____ on this _____ day of _____ 20___

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

T2.2-21: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFP, 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 RFI (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify 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 and 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 RFI, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFI and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES			**NO**	

12. The Respondent declares that the personal information submitted for the purpose of this RFI is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

T2.2-22: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	**Name of Insurance Company**	**Cover**	**Premium**
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-23: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor (Bank/Insurer) .....

Address .....

The Performance Guarantee shall be provided within **2** (**Two**) weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed .....

Name .....

Capacity .....

On behalf of (name of tenderer) .....

.....

Date .....

Confirmed by Guarantor's Authorised Representative

Signature(s) .....

Name (print) .....

Capacity .....

On behalf of Guarantor (Bank/insurer) .....

Date .....

T2.2-24: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

……
……
……
……
……
……
……

T2.2-25: Transnet Supplier Declaration Form

The completed Supplier Declaration Form together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ **before applying to Transnet**.

General Terms and Conditions:

Failure to submit the relevant documentation will delay the vendor creation / change process.

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

SUPPLIER DECLARATION FORM

NB: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ **before applying to Transnet**.	
CSD Number (MAAA xxxxxxx):	

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

Did your company previously operate under another name?	Yes		No	
If **YES** state the previous details below:				
Trading Name				
Registered Name				
Company Registration No Or ID No If a Sole Proprietor				

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt

	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	

Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	

Does your company have a valid BBBEE certificate?				Yes		No	
What is your broad based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a **certified** letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Internal Transnet Departmental Questionnaire (For Office Use Only)

Company Trading Name	
Company Registered Name	

Operating Division																			
TFR		TFR RME		TE		TPT		TPL		TNPA		TRN PROP		TRN TCC		TRN FOUN		TRN TCP	

Create		Amend		Block		Unblock	
Extend		Delete		Undelete		Once-Off / Emergency	

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes		No	
If yes, please submit a copy of the adjudication document / signed-off comparative schedule				

Transnet B-BBEE Department Contact Person		Signature	
Contact number		Email	

THE FOLLOWING IS TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT. THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL

What is being procured from the supplier?				
Products Only	Yes		No	
Services Only	Yes		No	
Labour Only	Yes		No	
Mix of Products and Services	Yes		No	
Mix of Services and Labour	Yes		No	

If your answer is YES to any of the questions ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the Tax Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet decision-making body such as a Cross Functional Sourcing Team, should be indicated below. **A copy of the signed-off document by the mentioned decision-making body should also be attached.**

Type	**Deduct Tax**	**If Tax should be deducted (Indicate % to be deducted)**	**Department Responsible for Payment** **(PROCUREMENT OR *PAYROLL)** *** IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS**

				SHOULD BE FORWARDED TO THEIR OFFICE
Service Provider	Yes	No		
Labour broker without IRP30 exemption certificate	Yes	No		
Labour broker with IRP30 exemption certificate	Yes	No		
Personal Service Provider	Yes	No		
Independent Contractor	Yes	No		
None of the above apply, state reason				
If PAYE is to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared to comply with Transnet's PAYE conditions. **(Please attached a copy of the written communication)** If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.				

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor details update.

Vendor Approval Official's Details											
Name			Designation								
Tel No			Fax No								
e-Mail											
Signature			Date	Y	Y	Y	Y	M	M	D	D

Appendix I

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1 million threshold, as required in terms of the Value Added Tax Act.

Signature: .....

Designation: .....

Date: .....

Commissioner of Oaths

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

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

_____

Commissioner of Oaths

Appendix II

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____employs three or more full time employees, which employees are engaged in the business of rendering the services of the organization and are not connected persons as defined in the Income Tax Act.

Signature: .....

Designation: .....

Date: .....

Commissioner of Oaths

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

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

_____

Commissioner of Oaths

Appendix III

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- The enterprise is _____% black youth owned;
- The enterprise is _____% black disable owned;

- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

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

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

Deponent Signature: _____

_____ Date: _____

Commissioner of Oaths

Signature & stamp

Appendix IV

SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned,

Full Name & Surname:	
Identity Number:	

Herby declares under oath as follows:

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

Enterprise Name:	
Trading Name:	
Registration Number:	
Enterprise Address:	

3. I hereby declare under oath that:
   - The enterprise is _____% black owned;
   - The enterprise is _____% black woman owned;
   - The enterprise is _____% black youth owned;
   - The enterprise is _____% black disabled owned;
   - Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand).
   - The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the dti** Codes of Good Practise. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in		(b) Job creation – 50%of Jobs created are for black people, provided that the number of black employees in the	

South Africa; for the services industry include labour costs but capped at 15%.		immediate prior verified B-BBEE measurement is maintained.	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and /or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

Please confirm on the Table below the B-BBBEE Level Contribution, **by ticking (√) the applicable box:**

100% Black Owned	**Level One** (135% B-BBEE Procurement Recognition)	
More than 51% Black Owned	**Level Two** (125% B-BBEE Procurement Recognition)	

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

(g) The sworn affidavit will be valid for a period of 12 months from the date signed by the Commissioner.

Deponent Signature: .....

Date: .....

.....

Commissioner of Oaths

Signature & Stamp

C1.1 Form of Offer & Acceptance

Offer

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

General Maintenance Contractor for South A Region

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	**Rate based**
Value Added Tax @ 15% is	**Rate based**
The offered total of the Prices inclusive of VAT is	**Rate based**
(in words) -Rate based	

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) ....

Name(s) ....

Capacity ....

for the Employer .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data	
1	**General**		
	The *conditions of contract* are the core clauses and the clauses for main Option:		
		E	**Cost reimbursable contract**
	dispute resolution Option	**W1:**	**Dispute resolution procedure**
	and secondary Options		
		X1:	**Price adjustment for inflation**
		X2:	**Changes in the law**
		X13:	**Performance Bond**
		X17:	**Low service damages**
		X18:	**Limitation of liability**
		X19:	**Task Order**
		Z:	***Additional conditions of contract***
		Z1	**Obligations in respect of Termination**
		Z2	**Right Reserved by Transnet to Conduct Vetting through SSA**
		Z3	**Additional clause relating to Collusion in the Construction Industry**
		Z4	**Protection of Personal Information Act**
		Z5:	**Intellectual property**
		Z6:	**Assignment and Waiver**
		Z7:	**Additional clause relating to Performance Bonds and/or Guarantees**

		Z8: Retention of monies **Z9: Emergency Task Order Cost Submission** **Z10: Control of Defined Cost** **Z11: Disallowed Cost (Additional Provisions)** **Z12: Defects Period for Final-Year Task Orders**
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The *Employer* is:	**Transnet SOC Ltd**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**202 Anton Lembede street** **Durban** **4000**
	Tel No.	
10.1	The *Service Manager* is (name):	**TBA**
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	**As described in C4: Affected property**
11.2(13)	The *service* is	**Provision of general maintenance service for South A region for a period of Five (5) years**

11.2(14)	The following matters will be included in the Risk Register	**1. Restricted access to operational areas, requiring early engagement for permits and planning work around operations.** **2. Safety incidents in operational facilities that require strict adherence to the permit-to-work system and safety plans.** **3. High volume of task orders may arise at the commencement of the contract due to an existing maintenance backlog, requiring rapid mobilisation of resources, multiple work teams, and effective prioritisation of activities.**
11.2(15)	The Service Information is in	**The Scope of Services**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of Task Order issue**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**Five (5) years**
4	**Testing and defects**	**No additional data is required for this section of the *conditions of contract*.**
5	**Payment**	
50.1	The *assessment interval* is	**18th (eighteenth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of the Rand Merchant Bank South Africa.**
6	**Compensation events**	**No additional data is required for this section of the *conditions of contract*.**
7	**Use of Equipment Plant and Materials**	**No additional data is required for this section of the *conditions of contract*.**

8	**Risks and insurance**	
80.1	These are additional *Employers* risks	**None**
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the *Contractor)* caused by activity in connection with this contract for any one event is:	**Whatever *Contractor* deems necessary as the *Employer* is not carrying this indemnity.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.**
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000	
83.1	The *Contractor* liability to the *Employer* for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	**The Total of the Prices.**
83.1	For any one event, the *Contractor* liability to the *Employer* for loss of or damage to the *Employers* property is limited to:	**The Total of the Prices.**
83.1	The *Contractor* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	**The Total of the Prices.**
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
E	Cost reimbursable contract	
20.4	The *Contractor* prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	

W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is	 **The Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Durban**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	 **The Chairman of the Association of Arbitrators (Southern Africa)**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1	The *base date* for indices is	The contract start date		
	The proportions used to calculate the Price Adjustment Factor are:	**proportion**	**linked to index for**	**Index prepared by**
		0.85	**Labour (People)**	**The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.**
		0.15	**Non-adjustable**	

		1.00
X2	**Changes in the law**	**No additional data is required for this Option**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**10%**
X17	**Low service damages**	
X17.1	The *service level table* is in	**Annexure A_ Service level table**
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil.**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The deductible of the relevant insurance policy**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The cost of correcting the defect.**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**Total of the Prices.**
X18.5	The *end of liability date* is	**3 years after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**14 days of receiving the Task Order**
Z	***Additional conditions of contract***	

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

Z2	**Right Reserved by Transnet to Conduct Vetting through SSA**	
Z2.1		Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	**Additional clause relating to Collusion in the Construction Industry**	

Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	**Protection of Personal Information Act**	
Z4.1		The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5	**Intellectual Property**	
Z5.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them
Z5.2		The *Employer* indemnifies the *Contractor* against any claim or action (including costs) caused by or arising from the failure as the *Employer* to obtain such consent and the contractor indemnifies the *Employer* against any claim or action (including costs) caused by or arising from the failure of the *Contractor* to obtain such consent.
Z6	**Assignment and Waiver**	
Z6.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (*Employer* or *Contractor*) without the prior written consent of the other Party (*Employer* or *Contractor*), which consent shall not be unreasonably withheld.
Z6.2		No grant by the *Contractor* or the *Employer* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z7	**Additional clause relating to Performance Bonds and/or Guarantees**	

Z7.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Employer by a financial institution reasonably acceptable to the *Employer*.
Z8	**Retention of monies**	
Z8.1		A retention of five percent (5%) is deducted from the amount due at each assessment for payment under Clause 50 in respect of Task Orders issued during the final year of the service period.
Z8.2		The total retention held for each Task Order does not exceed five percent (5%) of the total Defined Cost for that Task Order
Z8.3		The retention amount for each Task Order issued in the final year is released as follows: Fifty percent (50%) upon Completion of the Task Order The remaining fifty percent (50%) on the Defects Date as defined in Clause Z12 .
Z8.4		Where the Contractor has not corrected a Defect in accordance with Clause 42, the Service Manager may withhold such amount from the retention as is necessary to cover the cost of correcting that Defect.
Z9	**Emergency Task Order Cost Submission**	
Z9.1		Where work is instructed as an emergency, the Contractor shall submit the forecast Defined Cost within 48 hours of commencing the work.
Z10	**Control of Defined Cost**	

Z10.1	The Contractor shall keep full and proper records of all Defined Costs, including but not limited to: • Labour time sheets, • Plant usage records, • Material invoices, and Subcontractor costs.
Z10.2	All records shall be open for inspection by the service Manager at any reasonable time
Z11 Disallowed Cost (Additional Provisions)	
Z11.1	In addition to the Disallowed Cost defined in Clause 11.2(6), the Service Manager assesses as Disallowed Cost any cost incurred by the Contractor which fails to meet the requirements of reasonable utilization, proper planning, or efficient execution of the service, as evidenced by comparison with the Accepted Programme, Task Order scope, and supporting records.
Z11.2	For the purposes of Clause 11.2(6), cost relating to resources is treated as not justified or not in accordance with the contract where: • Resources are not used, underutilized, or inefficiently deployed relative to the Accepted Programme and Task Order requirements, after allowing for reasonable availability and utilization • Plant or Equipment is engaged beyond what is reasonably required to achieve the Task Order scope, without adequate justification • Labor resources are duplicated, idle, or unnecessarily extended in duration without demonstrated necessity
Z11.3	Cost of materials is treated as Disallowed Cost where: • Materials are wasted, damaged, excess procurement or surplus materials beyond what is required, after allowing for reasonable wastage • Materials are not incorporated into the works and cannot be reasonably justified as necessary for the execution of the service

Z11.4	Cost arising from rework or corrective work is Disallowed Cost where such work results from: • Failure to comply with the Service Information • Failure to follow accepted methods, procedures, or specifications • Defects attributable to the Contractor's execution of the works
Z11.5	Cost is treated as Disallowed Cost where it is incurred as a result of the Contractor's failure to: • Follow agreed planning, sequencing, or resource allocation reflected in the Accepted Programme • Provide early warning in accordance with Clause 16 where such failure results in avoidable cost • Obtain acceptance where required by the contract
Z12 Defects Period for Final-Year Task Orders	
Z12.1	For Task Orders issued within the final year of the service period, the Defects Date for the work under each Task Order is six (6) months after Completion of that Task Order, unless otherwise stated in the Task Order.
Z12.2	The Contractor corrects Defects in accordance with Clause 42 during this period, and all references in the contract to the Defects Date apply accordingly to such Task Orders.
Z12.3	Where Completion of a Task Order occurs after the service period has ended, the Contractor's obligations to correct Defects under Clause 42 continue until the applicable Defects Date as defined in this clause.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key person's data including CVs) are in ……..
E	**Cost reimbursable contract**	
11.2(12)	The *price list* is in	**……**

ANNEXURE A_ SERVICE LEVEL TABLE

X17	Critical Service	Required service Level	Measurement	Operational Impact if Delayed	Low Service Damages
X17.1	Potable water system failures	Attend within 48hrs hours and restore supply within the agreed task order period.	Signed Site diaries and testing records.	Disruption to depot operations and facility functionality	1% of Task order Value/hour
X17.2	Security fencing, gates and perimeter infrastructure	Make safe within 48 Service hours and complete permanent repairs within agreed task order period	Signed Site diaries,	Security breach and unauthorized access to National Key Point facilities	1% of Task order Value/hour
X17.3	Sewer system failures and blocked manholes	Attend within 24 hours and restore functionality within the agreed task order period	Signed site diaries and testing records.	Disruption to depot operations and facility functionality	1% of Task order Value/hour
X17.4	Joint sealant replacement in tank farms, manifold areas and spill basins	Complete within task order completion period.	Signed Site diaries	Water ingress, concrete deterioration and reduced containment performance	3% of Task order value/day
X17.5	Block valve chamber waterproofing and sealing works	Complete within task order completion period.	Signed site diaries and completion certificate.	Water ingress and deterioration of critical pipeline infrastructure	3% of Task order value/day
X17.6	Structural repairs to stairs, platforms, handrails and access structures	Complete within task order completion period	Signed site diaries, Site Access Certificate/Work Permit, and completion certificate.	Restricted vehicle movement and operational inefficiencies	3% of Task order value/day

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Term Service Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Service Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Freight Rail
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TPL/2026/05/0334/5620/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *service* from the Contract Data} (the *service*).

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

.....

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Service Manager*, *Service* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the service period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

   - the date that the Guarantor receives a notice from the *Service Manager* stating that the Completion Certificate for the whole of the *service* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

   - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Service Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Service Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Service Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

   (say) _____

   R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)		
Name(s) (printed)		
Position in Guarantor company		
Signature of Witness(s)		
Name(s) (printed)		

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option E	2
C2.2	*Staff rates* and *expenses*	2

C2.1 Pricing Instructions: NEC 3 TSC Option E

From Option E:

1.1.1.a. The *Contractor* shall be paid under Option E for services performed.

1.1.1.b. The staff rates are the prices charged for staff and shall include for all the costs to the *Contractor*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

1.1.1.c. The total annual cost of employment of a person is the total amount borne by the *Contractor* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Contractor*; the *Contractor*'s contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and/or computer allowances, etc and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Hence, staff rates are to include for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, etc.) in terms of such person's conditions of employment and/or in terms of the Basic Conditions of Employment Act.

1.1.1.d. The staff rates shall include for all necessary protective clothing, standard equipment required to carry out their duties.

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

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

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

2.1.2 Expenses

2.1.2.a All costs for materials, medicals, access permits and all other costs (approved by the *Service Manager*), other than the man hours costs, are to be charged at cost plus the agreed fee (as per C1.2 Contract Data)

2.1.2.b **Staff Rates and Expenses:**

GENERAL SERVICES
PREAMBLES
• The Tenderer is required to provide all resources and equipment as set out in the pricing data and corresponding Service Information.
• Rates quoted in the tender are deemed to include for the following:
• All direct and indirect charges (overheads and profit)
• Personal protective equipment
• Small tools, transport and minor consumables
• Tendered Manhour Rates are to include for all fee percentage mark-ups. • The Prices for Services Provided for work which will be executed via a Task Order shall be valued strictly in accordance with the specific priced Task Order Schedule or Quotation accepted in writing by the Service Manager prior to the commencement of the Task. Prices are calculated using Rates from the **Price List** (or Defined Cost-plus Fee where applicable). • Where Task Order work consists of items included within the standard Price List, the rates and prices contained therein shall apply. Where work cannot be reasonably valued using existing rates, it shall be priced using, e.g. Defined Cost-plus Fee / pre-agreed daywork rates, subject to the Service Manager's prior approval in line with the 3 quotations requirement outlined. • All other costs to carry out the work under the task order by the *Contractor* will be reimbursed by the *Employer on a* defined *cost* basis (supported by proof of purchase) with the applicable mark-up as entered by the *Contractor* in the Contract Data and the schedule below. The contractor will be required to present three quotations for material and plant in order to allow for assessment and approval based on analysis and evaluation of quotations for cost efficiency, effectiveness and adherence to fair market value.

C2.2 Pricing Schedule

Below is the list of *disciplines identified, accompanied by the allowances for materials, plant, equipment and ancillary elements.*

No	Staff Rates All Disciplines	*Unit*	*Quantity*	Rate
1	**Management & Professional**			
i	Safety Officer (Registered with SACPCMP as Pr.CHSO)	Hr	1	**R**
ii	Project Manager (Registered with SACPCMP as Pr. CM or Pr. CPM)	Hr	1	**R**
iii	Environmental Officer	Hr	1	**R**
2	**Skilled Labour**			
i	Plumber (Registered with PIRB as a Cold-Water Technical Operator Practitioner)	Hr	1	**R**
ii	Bricklayer	Hr	1	**R**
iii	Carpenter	Hr	1	**R**
iv	Welder	Hr	1	**R**
v	Tiler	Hr	1	**R**
vi	Painter	Hr	1	**R**
3	**Labour**			
i	General Worker	Hr	1	**R**
ii	Trade Assistants	Hr	1	**R**
4	**Plant Operators**			
i	TLB Operator	Hr	1	**R**
ii	Excavator Operator	Hr	1	**R**
iii	Roller Operator	Hr	1	**R**
iv	Skid Steer Operator	Hr	1	**R**
5	**Supervisory**			
i	Site Foreman	Hr	1	**R**

Travel & Equipment			
1	Private Car or MPV Engine </= 1600cc	Per Km	**R**
2	Light Duty Vehicle (LDV) 1 ton	Per Day	**R**
3	Light Duty Vehicle (LDV) 1 ton	Per Km	**R**
4	Minibuses / People Movers	Per Day	**R**
5	Minibuses / People Movers	Per Km	**R**
6	5-Ton truck (including driver)	Per Day	**R**
7	5-Ton truck	Per Km	**R**
8	TLB	Per Day	**R**
9	Excavator	Per Day	**R**
10	Roller	Per Day	**R**
11	Skid Steer	Per Day	**R**

PART C3: SERVICE INFORMATION

Document reference	Title: General Maintenance Services for South A Region for a period of Five (5) years	No of pages
	This cover page	1
C3.1	Service Information	33
	Total number of pages	34

C3.1 Service Information

1 Description of the *service*

1.1 Executive overview

The *Contractor* will provide civil and structural maintenance services for TPL depots in the South A Region, including supply of labour, materials, plant, equipment, supervision, and transport. All maintenance activities will be formally instructed via the NEC3 TSC Task Order mechanism

The services include, but are not limited to, the maintenance of the following:

a) Buildings and carports
b) Fencing and gates
c) Cable ducts and manholes
d) Oily water systems
e) Sewer and potable water systems
f) Pavements
g) Tank farms and manifold areas
h) Spill basins and separators
i) Structural elements

1.2 *Employer*s Objective

The *Employer's* current objective is to:

a) Ensure efficient and timely maintenance of civil infrastructure
b) Prevent deterioration and escalation of defects
c) Maintain operational reliability of pipeline facilities

1.3 Access to the Affected Property

The *Contractor* will access the following locations

Facility	Address
202 Head Office	202 Anton Lembede Street, Durban, 4001
Durban Pump Station	Cnr Abadan & Sumatra Rd, Island View, 4052
Mngeni	Stockville Rd, Mahogany Ridge, Westmead, 3610
Hilcrest	43 Shongweni Rd, Hillcrest, 3610
Duzi	Ottos Bluff Rd, Dunimarle, Pietermaritzburg, 3201
Howick	Old Main Road (North), Tweedie (opposite nursery), 3290

Mooi River	Middlerust District Road (D54), Mooi River, 3300
Island View	Cnr Trinidad & Taiwan Rd, Bayhead, 4052
Twini	305 Wanda Cele Str, Amanzimtoti
Hilltop	Farm road on Whispers 13893, off Chief Mhlabunzima Rd, Copesville
Durban Gas	Bayhead, 4052
Empangeni	Cnr. Steelway & Bronze Streets, 3910
National Operating Centre	10A Kirk Road, 3610
Pinetown Workshop	10B Kirk Road, Pinetown, 3610

Access is subject to:

a) Safety file approval and inductions
b) Transnet permit-to-work system

1.4 Provisions

The *Contractor* will provide:

a) Labour, supervision and technical personnel
b) Equipment and tools
c) Materials (as specified in Scope of Works)
d) PPE compliant with Transnet requirements
e) Transport
f) Testing equipment with valid calibration certificates

1.5 Tests and inspections before and during the Provision of the Service as per Service Information

The *Contractor* will conduct

a) Quality control inspections for all works
b) Material testing where required (e.g. concrete cube tests, slump test, etc.)
c) Inspection and sign-off jointly with TPL representatives
d) Submission of records to the *Service Manager*

2 SERVICE

2.1 Scope of Maintenance Activities

2.1.1 The *Contractor* performs ad hoc maintenance across civil and structural asset classes, including:

Infrastructure Asset Class	Maintenance Task
Buildings	**Interior and Exterior Walls** • Repair cracks, gaps, damaged plaster, and water damages. • Painting.
	Roof • Repair leaks and damages. • Repair cracks and surface damage on concrete roofs. • Waterproof. • Repair drainage issues, including replacing damaged gutters and down pipes. • Replace damaged facia boards. • Paint or repaint. • Replace damaged roof sheets.
	Windows and Doors • Ensure proper sealing and weatherstripping. • Lubricate hinges and locks. • Replace damaged components. • Sand, seal, and varnish wooden doors, door and window frames. • Paint or repaint steel frames. • Replace window putty. • Replace the doors. • Replace frames.
	Floors • Repair damaged floors. • Repair or replace damaged tiles, carpets, and other flooring materials. • Sand, seal, and varnish wooden floors.
	Ceilings • Clean or repaint stains and mould. • Repair cracks and holes. • Replace damaged ceiling boards, cornice, and joists.
	Stairs, Cat ladders, and Railings • Repair or replace damaged stairs. • Repair or replace damaged handrails. • Repaint or clean and polish stairs and railings.

Infrastructure Asset Class	**Maintenance Task**
	Plumbing • Repair or replace damaged components (toilets, basins, piping, urinals, etc.). • Unblock sewage system.
Fencing	**Pickets or Panels** • Repair damaged and/or loose material. • Repair or replace damaged components. • Securing the fence to the foundation. • Repaint the pickets and/or panels.
	Gates • Repair or replace damaged gates. • Lubricate hinges and latches. • Repaint the gate
	Foundations • Repair damages or replace foundations.
Cable ducts and cable manholes	**Cable ducts and manholes** • Excavate and backfill trenches (including concrete slabs). • Repair manholes and/or replace damaged components. • Demolish and rebuild damaged concrete or brick walls. • Waterproof the manholes.
Oily water system including manholes.	**Concrete Containment Structure** • Repair concrete cracks. • Chip or spall concrete. • Demolish and rebuild damaged concrete or brick walls. • Waterproof the manhole.
	Oily Water System Pipes • Excavate and backfill trenches. • Replace or repair the oily water pipes. • Unblocking oily water pipes.
	Manhole • Repair concrete cracks. • Chip or spall concrete. • Replace manhole leads. • Demolish and rebuild damaged concrete or brick walls. • Unblocking manholes.
Portable water system	**Trenching or Excavation** • Excavate or backfill trenches (including breaking concrete slabs or removing concrete pavements). • Rebuild the concrete where required. • Repair or replace filters. • Clean tanks. • Repair or replace pipes.

Infrastructure Asset Class	**Maintenance Task**
	• Repair or replace taps.
Sewer system including manholes.	**Sewer Lines:** • Clean and/or unblock sewer lines and manholes to remove debris buildup. • Concrete or masonry repairs for manholes. • Repair or replace pipes.
	Septic tank • Cleaning of septic and conservancy tank. • Concrete and/or masonry Repairs. • Repair or replace conservancy tank. • Replace damaged lids. • Replace damaged piping (including eye inspection and vent pipes). • Water proofing of the concrete or masonry tanks.
	Trenching or Excavation • Excavate or backfill trenches (including breaking concrete slabs or removing concrete pavements and disposing)
Pavements	**Tar or bituminous Pavements.** • Patch potholes. • Repaint pavement markings. • Repair damaged surface area. • Repair damages to drainage systems to prevent water ponding. • Repair or replace kerbs.
	Concrete Pavements • Repairs cracks. • Repair concrete (including cracks, concrete spalling, replacing damaged sections). • Repaint pavement markings. • Repair damages to drainage systems to prevent water ponding. • Repairing or replacing kerbs. • Replace sealants
	Brick Pavements • Replace damaged bricks. • Repair damages to drainage systems to prevent water ponding. • Repair or replace kerbs.
Manifold area	**Bund Floors** • Concrete repairs (including cracks, concrete spalling, replacing damaged sections).

Infrastructure Asset Class	Maintenance Task
	Bund Walls • Repair concrete (including cracks, concrete spalling, replacing damaged wall sections).
	Joints • Replace worn-out sealant joints.
	Stairs, Platforms, and handrails • Repair or replace damaged stairs. • Repair or replace damaged handrails. • Repair or replace damaged platforms. • Paint or repaint stairs, handrails, and platforms. • Replace damaged anchor bolts.
	Concrete Plinths • Repair concrete (including cracks, concrete spalling, replacing damaged sections).
	Steel Pipe Supports • Paint or repaint. • Replace damaged steel supports.
Tank farm	**Bund Floors** • Concrete repairs (including cracks, concrete spalling, replacing damaged slab sections).
	Bund Walls • Repair concrete (including cracks, concrete spalling, replacing damaged wall sections).
	Joints • Replace worn-out sealant joints.
	Stairs, Platforms, and handrails • Repair or replace damaged stairs. • Repair or replace damaged handrails. • Repair or replace damaged platforms. • Paint or repaint stairs, handrails, and platforms. • Replace damaged anchor bolts.
	Concrete Plinths • Repair concrete (including cracks, concrete spalling, and replacing damaged sections).
	Steel Pipe Supports • Paint or repaint. • Replace damaged steel supports.
Spill basin and separators	**Bund Floors** • Concrete repairs (including cracks, concrete spalling, and replacing damaged slab sections).
	Bund Walls

Infrastructure Asset Class	Maintenance Task
	• Repair concrete (including cracks, concrete spalling, and replacing damaged wall sections).
	Joints Replace worn-out sealant joints.
	Stairs, Platforms, and handrails • Repair or replace damaged stairs. • Repair or replace damaged handrails. • Repair or replace damaged platforms. • Paint or repaint stairs, handrails, and platforms. • Replace damaged anchor bolts.
	Discharge System (From Spill Basin to Municipality Stormwater/Sewer Line) • Repair or replace piping. • Replace worn-out sealant joints. • Repair the sump.
	Concrete Plinths Repair concrete (including cracks, concrete spalling, replacing damaged sections).
	Steel Pipe Supports • Paint or repaint. Replace damaged steel supports.
Carports	**Roofing** • Repair or replace damaged roof sheets and components. • Waterproof the roof. • Coat/paint or recoat roof sheets to protect against corrosion and rust.
	Gutters • Repair or replace damaged material.
	Frame • Repair structural damages. • Paint or recoat to protect against corrosion and rust.
Plinths	**Concrete Plinths** • Repair concrete (including cracks, concrete spalling, replacing damaged sections). • Regrout baseplate connections.
Water Tanks	**Fire System tank.** • Paint or recoat to protect against corrosion and rust. • Fix damages to the structure.

Infrastructure Asset Class	**Maintenance Task**
	Domestic Water Tank • Repair or replace filters. • Repair damages to tank components. • Replace faulty components. • Lubricate valves and ensure they open and close smoothly.
	Concrete Water Tank • Repair concrete (including cracks, concrete spalling, replacing damaged sections).
	Steel Tank Stand • Repair damages to the stand. • Replace damaged components. • Paint or recoat to protect against corrosion.
Fire Sheds	**Concrete Fire Sheds** • Repair concrete (including cracks, concrete spalling, replacing damaged sections).
	Frame • Repair structural damages. • Repaint or recoat to protect against corrosion and rust.
	Stairs, Platforms, and handrails • Repair or replace damaged stairs. • Repair or replace damaged handrails. • Repair or replace damaged platforms. • Paint or repaint stairs, handrails, and platforms. • Replace damaged anchor bolts. Ad hoc
Road loading (some depots).	**Frame** • Repair structural damages. • Repaint or recoat to protect against corrosion and rust.
	Roofing • Repair or replace damaged material.
Block Valve Chamber	**Concrete wall** • Repair of surface cracks, chips and patches • Seal cable, earth Sleeves and any other entries • Waterproof the chamber • Apply high- performance waterproofing bandage • Spread the flex band adhesive at a minimum thickness of 1mm • Regrade around chamber • Backfill or raise the ponding area • Shape and regrade the surrounding area to achieve a uniform fall away from the chamber in the direction of natural drainage.

Infrastructure Asset Class	Maintenance Task
	Blend new levels with the adjacent corners and existing surfaces
	Frame • Repair structural damages. • Repaint or recoat to protect against corrosion and rust
	Seal • Replace modular pipe seal • Replace casing end seal

2.1.2 Maintenance specification.

Maintenance	Detailed Specification
Chipped or spalled concrete repairs.	• Remove all loose material from the roof slab using a chipping gun or a hammer and chisel. • Clean up dust and other loose material using a wire brush and a vacuum. • Mix and pour concrete repair mortar to match the height of surrounding surfaces. • Cure the concrete repair mortar.
Horizontal concrete crack repairs.	• Clean the area to remove dirt, dust, sludge, oil, and contaminants. • Cut the cracks 20 mm wide and 10 mm deep with an angle grinder. • Remove all loose material with a wire brush and a vacuum cleaner. • Mix and inject the concrete repair epoxy/resin into the cut-out crack, matching the existing surface. • cure the concrete repair epoxy/resin.
Vertical concrete crack repairs.	• Clean the wall thoroughly to remove dirt, dust, sludge, oil, and contaminants. • Cut the cracks 4 mm wide and 20 mm deep with an angle grinder. • Remove dust and other loose particles using a wire brush and a vacuum. • Apply epoxy structural adhesive to the injection port and keep the injection port holes clear. • Fix injection ports to the wall. • Seal the crack with the epoxy structural adhesive. • Smooth the epoxy structural adhesive using a spatula as required and ensure that all injection port holes are open. • Inject a low viscosity injection resin into the injection port, starting from the lowest injection port, and inject until resin begins to flow from the injection port above. • Close off the first injection port and inject resin into the second bottom injection port until resin flows from the next injection port. Continue this procedure until the crack is completely full. • Allow the resin to cure.

Maintenance	Detailed Specification
	• Remove all injection ports and crack sealer. • Make any final repairs to the concrete surface as required.
Doors and windows sealing.	Different seal types may be required for various applications, including: • Weatherstripping for doors and windows • Door sweeps for the bottom of exterior doors • Window gaskets or caulking for joint sealing. Installation Requirements • Ensure proper surface preparation before applying seals. • Follow manufacturer's guidelines for installation and curing.
Excavate and Backfill trenches.	• Excavate trenches to specified depth, width, and alignment. • Utilize appropriate equipment and methods based on soil conditions. • Protect nearby paved surfaces or structures during excavation and backfilling. • Implement shoring or sloping techniques as necessary for safety. • Adhere to industry standards to prevent trench collapses. • Safeguard existing utilities during excavation. • Use non-destructive methods when working around utility lines. • Efficiently manage and dispose of excavated spoils. • Backfill using specified material. • Ensure proper compaction, exercise caution around utility installations. • Grade backfilled areas to match surrounding landscape. • Restore disturbed areas with topsoil, seed, and coverings as required. • Promptly repair any damage to nearby paved surfaces or structures.
Lubricate hinges and latches.	• Use a high-quality lubricant suitable for outdoor use. • Select a lubricant that provides corrosion resistance and is effective in the prevailing environmental conditions. • Apply the lubricant using appropriate tools such as a brush, spray, or nozzle. • Ensure thorough coverage of all moving parts and pay special attention to areas prone to friction.
Patching potholes.	• Clear the pothole area of any loose debris, dirt, or standing water. • Use a shovel to create a clean and well-defined edge around the pothole. • Square off the edges of the pothole for better adhesion. • Prepare the hot mix asphalt for repairs. • Apply a tack coat to the pothole edges for improved adhesion. • Place the hot mix asphalt into the pothole, compacting it in layers until level with the surrounding surface. • Compact the patched area thoroughly using a vibratory plate compactor or roller. • Ensure uniform compaction to achieve a dense and stable patch. • Check level of the patch and add additional mix if needed.

Maintenance	Detailed Specification
	• Finish the surface to ensure a smooth transition with surrounding pavement. • Allow the patch to cure in accordance with the asphalt manufacturer specification before opening the repaired area to traffic.
Rebuilding concrete slabs.	• Rip and recompact the in-situ material to 90% Mod AASHTO. • Place geomembrane HDPE on in-situ material. • Assembly formwork on slab position. • Drill holes for rebar in existing slab, matching existing slab spacings, where required. The holes must be slightly wider than the rebar and 100mm deep inside the existing slab. • Place square mesh fabric steel fixing in the holes drilled, where required. • Inject modified-epoxy liquid between the mesh fabric and the holes, where required. • Mix and pour concrete into the formwork and compact to expel entrapped air from freshly placed concrete and packs the aggregate particles together. • Cast, cure, and test concrete cubes at 7, 21 and 28 days respectively. • Cure the slab.
Rebuilding brick pavement.	• Carefully remove any vegetation or debris from the marked area. • Carefully remove the damaged bricks. • Rip and recompact 150mm of the sub-base layer to 90% Mod AASHTO. • Spread a 50mm layer of bedding sand over the compacted sub-base. • Level the sand to a uniform thickness, ensuring a smooth and even surface. • Lay bricks according to the existing pattern, ensuring they are tapped into place level and securely seated in the bedding sand. • Install and secure edge restraints along the perimeter of the paved area to prevent lateral movement of the bricks. • Once all bricks are laid, spread jointing sand over the surface of the pavement. • Use a broom to sweep the sand into the joints between the bricks. • Continue adding and sweeping sand until all joints are filled.
Regrouting.	• Clean the plinth surfaces to be regrouted, removing any existing grout, dirt, or debris. • Ensure the surfaces are dry and free from contaminants. • Protect adjacent surfaces from splatter using plastic sheeting or drop cloths. • Assemble formwork into position. • Mix and apply the grout between the plinth and the steel baseplate, ensuring even distribution. • Use a grout float to press the grout into the baseplate, filling them completely.

Maintenance	Detailed Specification
	• Tool the grout joints using a grout float or margin trowel to achieve a smooth and uniform finish. • Wipe off excess grout from the tile surfaces with a grout sponge. • Allow the grout to cure for the recommended time before any further handling or cleaning. • Protect the freshly applied grout from moisture during the curing period.
Repaint or recoat steel and metals.	• Clean the metal surface thoroughly using a solvent or degreaser to remove dirt, grease, and contaminants. • Remove loose rust or old paint using wire brushes, abrasive pads, or sandpaper. • If applicable, apply a rust converter. • Sand the surface to create a smooth and even substrate for paint adhesion. • Remove any remaining dust or debris from sanding. • Apply a suitable primer to the prepared metal surface. Ensure the primer is compatible with both the metal type and the chosen topcoat. • Apply the selected paint or coating material using brushes, rollers, or spray equipment. • Inspect the painted or coated surface for uniformity, coverage, and any defects. • Address any issues identified during the inspection.
Repaint pavement markings.	• Clean the surface thoroughly to remove dirt, dust, grease, and any loose or peeling paint. • Repair cracks, spalls, and other defects. • Thermoplastic paint that matches existing colour to be used for painting. • Apply paint using suitable methods. • Avoid painting during extreme weather conditions such as rain, high humidity, or very hot temperatures. • Ensure that the paint is fully cured before opening the painted surface for traffic.
Repaint masonry or concrete.	• Clean the surface thoroughly to remove dirt, dust, grease, and any loose or peeling paint. • Repair cracks, spalls, and other defects. • Apply a high-quality primer designed for masonry and concrete surfaces. • Apply a high-quality top coat paint in accordance with the Manufacturer's specification. • Masonry and concrete shall be painted with a low sheen acrylic paint, matching existing colour. • Avoid painting during extreme temperatures, high humidity, or when rain is expected shortly after application. • Ensure that the paint is fully cured before subjecting the surface to exposure.

Maintenance	Detailed Specification
Repaint ceilings.	• Clean the ceiling surface thoroughly to remove dust, dirt, and grease. Use a mild detergent solution if necessary. • Repair any cracks, holes, or imperfections. • Sand the surface lightly to create a smooth, uniform texture. • Apply paint, ensuring colour consistency by using a similar paint colour as the existing paint. • Allow sufficient drying time between coats as recommended by the paint manufacturer. • After the paint has dried completely, inspect the ceiling for any missed spots or imperfections and touch up as needed.
Ceiling Replacement	• Remove any light fixtures, ceiling fans, or other attachments from the ceiling. • Carefully remove the damaged ceiling material, taking care not to cause further damage to the surrounding structure. • Install or repair ceiling support structures as needed, ensuring they are securely anchored to the building structure. • Install the replacement ceiling material. • Secure the material in place using appropriate fasteners, ensuring it is level and properly aligned with adjacent surfaces. • Apply joint compound and joint tape to seams and joints if working with drywall. • Prime and paint the ceiling as needed to match the surrounding area.
Stains and mould removal	• Cover the floor and furniture with plastic sheeting secured with painter's tape. • Clean the area to remove loose mould spores, stains, and dirt. • Apply the cleaning solution to the stained or mouldy area. • Gently scrub the affected area. • Wipe the area with a clean, damp cloth to remove the cleaning solution.
Repair damaged or loose fence material.	• Fix loose material securely into the fence. • Repair damaged components of the fence to ensure that the damaged section is uniform with the rest of the fence. • Paint the fence to match existing colour.
Repair damages to drainage systems.	• Remove any debris, sediment, or blockages from the drainage system, including pipes, inlets, and outlets. • Use appropriate tools such as plumbing snakes, pressure washers, or vacuum equipment to unclog blocked drains. • Inspect pipes for cracks, leaks, or other damage. • Repair minor pipe damage using appropriate materials such as sealants or pipe wraps. • Replace severely damaged or corroded pipes as necessary. • Inspect and repair or replace damaged inlet and outlet structures. • Ensure that grates and covers are securely in place and free from damage. • Inspect joints and connections for leaks in underground systems. • Use suitable grouting or sealing materials to repair leaks and prevent water infiltration.

Maintenance	Detailed Specification
	• Ensure that the pavement surface is properly graded to direct water toward the drainage system.
Foundation repairs.	• Excavate around the foundation to expose the damaged areas. • Conduct a thorough inspection of the foundation to identify the extent of damage. • Evaluate the underlying causes of the foundation issues, such as soil conditions, water damage, or poor construction practices. • Use pressure grouting to fill voids beneath the foundation and stabilize the soil if required. • Inject grout or polyurethane foam to lift and support settled sections of the foundation where required. • Repair cracks in the foundations where required. • Repair concrete spalling where required. Basement Foundation Waterproofing. • Excavate a trench around the perimeter of the building. • Safely store the soil excavated from the trench on-site for later use in backfilling. Cover and safeguard the soil to protect it from erosion and contamination. • Thoroughly inspect the basement wall for any cracks. • Fix cracks, where required. • Apply cementitious flexible waterproofing slurry throughout the basement wall. • Install all necessary components of the French drain system, including the perforated drainage pipe, aggregates, geotextile fabric, and fittings. Ensure the system effectively channels water away from the basement and into the depot's sewer system, with a maintained minimum slope of 1% for optimal drainage. • Backfill the trench with the previously stockpiled material, compact as instructed by the *Service Manager*.
Roof repairs.	• Use leak detection methods, such as water testing, to identify and locate any potential leaks. • Check the condition of sealant and caulking around roof penetrations. • Repair or replace any deteriorated or missing sealant. • Replace damaged roofing sheets. • Check for signs of sagging, uneven areas, or other structural issues. • Perform necessary repairs based on the inspection findings.
Anchor Replacement.	• Carefully remove the damaged anchors using suitable tools • Thoroughly clean the anchor mounting locations and surrounding substrate to remove any debris, rust, or contaminants that may affect the bonding of the new anchors. • Insert the replacement anchors into the cleaned and prepared mounting locations, ensuring they are properly aligned and seated securely. • Apply any necessary coatings or finishes to the repaired anchors and surrounding area to protect against corrosion and ensure longevity.

Maintenance	Detailed Specification
	• Conduct a visual inspection and functional testing of the repaired anchors to verify their proper installation and functionality. • Address any issues or discrepancies identified during testing, making any necessary adjustments or corrections to ensure the anchors meet the required standards and specifications.
Fencing Pannels and Pickets Repairs	• Clear the area of any debris, vegetation, or obstacles that may obstruct the installation process. • Identify the specific pickets and panels that need to be removed and repaired. • Assess the concentration of hydrocarbons in the air and the potential for flammability. • Implement strict safety protocols to minimize the risk of fire or explosion. • Instal temporary barriers to enclosures and contain any potential sparks. • Use non-sparking tools and equipment whenever possible to minimize the risk of igniting flammable vapours. • Regularly monitor air quality and flammability levels using gas detectors. • Carefully remove the damaged palisade fencing pickets and panels using appropriate tools. Take precautions to prevent the release of hydrocarbons during the removal process, such as minimizing sparks and ensuring proper ventilation. • Prepare the damaged pickets and panels for welding by cleaning the surfaces and removing any rust, paint, or debris. • Weld the damaged areas using approved welding procedures, ensuring strong and secure welds. This must be done off site to mitigate the risk of fire. • Position the repaired pickets and panels back into their original locations on the fence line. • Secure the repaired components in place using appropriate fasteners and welding techniques.
Handrails repairs or replacement	• Assess the concentration of hydrocarbons in the air and the potential for flammability. • Implement strict safety protocols to minimize the risk of fire or explosion. • Install temporary barriers to enclosures and contain any potential hazards. • Use non-sparking tools and equipment whenever possible to minimize the risk of igniting flammable vapours. • Regularly monitor air quality and flammability levels using gas detectors. • Carefully remove the damaged handrail sections using cutting tools. • Use appropriate welding techniques and equipment to repair cracks, bends, or breaks in the handrail sections. • Clean the surfaces of the remaining handrail sections to remove any dirt, rust, or debris.

Maintenance	Detailed Specification
	• Smooth out rough or uneven surfaces using sandpaper or a wire brush. • Weld the repaired handrail back to its original position. • Fill in any gaps or voids with welding filler material to reinforce the repaired sections. • Use clamps or braces to hold the handrail sections in place during welding and allow sufficient time for the welds to cool and solidify.
Metal Roof repairs	**Defects repairs** • Conduct thorough inspects to identify all defects (leaks, corrosion, uneven surfaces, and rust.) • Clean the surface of the roof thoroughly to remove dirt, debris, dust, rust, and any other loose material. • For small holes or cracks, apply a metal patch using an appropriate sealant. • For larger damaged areas, cut out the affected section of the metal roofing and replace it with a new metal panel, matching the material and profile of the existing roof. Secure the new metal panel in place using screws or rivets, ensuring proper alignment and waterproofing. • Conduct a water test to ensure the repaired area is watertight and free from leaks. **Coating** • Remove existing roof membrane. • Clean the area to remove rust, dust, debris, and any loose particles. • Prime the roof. • Apply the weather roof coating membrane. • Conduct a water test to ensure the waterproofed area is watertight and free from leaks. **Coating** • Clean the roof surface to remove rust, dirt, oil, grease, and other contaminants. • Apply rust-inhibiting primer on the clean, moisture free Roof Surface. • Apply roof coating in accordance with the manufacturer's specification.
Concrete Roof repairs	**Defect Repairs** • Clean the surface of the concrete roof and the surrounding area to remove dirt, debris, and any loose material using a wire brush, pressure washer, or appropriate cleaning agents. • Inspect the existing waterproofing membrane for damage or deterioration, and repair or replace as necessary. • Repair any cracks identified on the roof. • Repair any concrete spalling damages. **Waterproofing Membrane Replacement**

Maintenance	Detailed Specification
	• Remove the existing deteriorated roof waterproofing membrane with care to avoid damage to the roof structure. • Thoroughly clean the roof surface to eliminate all dust, grease, and residual contaminants following the removal of the old waterproofing membrane. • Apply priming and sealing solutions to the cleaned roof. • Install the waterproofing membrane. • Apply waterproofing emulsion on the waterproofing membrane. • Apply aluminium paint on the waterproofing membrane. • Conduct a water test to ensure the waterproofed area is watertight and free from leaks.
Gutters	**Small damages** • Clear debris, leaves, and other obstructions from the gutters using a scoop, brush, or pressure washer. • Apply gutter sealant or patching compound to small cracks, holes, or leaks. **Large Damages** • Clear debris, leaves, and other obstructions from the gutters using a scoop, brush, or pressure washer. • Cut out the affected area. • Secure a new section of gutter using gutter screws or rivets.
Lubricating of tap valves	• Close the water supply. • Clean the valve to remove dirt, grime or debris. • Dry the valve completely. • Apply a small amount of lubricating oil to the valve stem and any other moving parts of the tap. Ensure the oil is evenly distributed and penetrates any tight areas where friction may occur. • Open and close the tap multiple times to allow the lubricant to work its way to the valve mechanism.
Fixing or replacing floor finishes	**Carpet** • Cutout the damaged potion of the carpet. • Clean the area to remove debris, dust, and any other irregularities. • Cut the replacement carpet to the appropriate size. • Apply carpet adhesive onto the replacement carpet and press it firmly into the installation area. **Tiles** • Clean the damaged tiles and surrounding area thoroughly to remove dirt, debris, and any existing grout or adhesive. • Carefully remove the damaged tile • Apply mortar/ adhesive mortar to the back of the tile. • Place the replacement tile into position, ensuring proper alignment and spacing. • Allow sufficient time for the adhesive or mortar to cure. • Remove any excess adhesive or mortar and clean the tiles to achieve a uniform appearance.

Maintenance	Detailed Specification
	Wooden Floors Minor dents and cracks • Clean the surface of the wooden floor to remove dust, dirt, and debris. • Fill scratches, dents, or small cracks in the wooden floor using wood filler. • Smooth the surface. Severely damaged or rotten floorboards. • Remove severely damaged or rotten floorboards. • Cut replacement floorboards to size. • Secure replacement floorboards in place using nails, screws, or adhesive, ensuring they are level and flush with the surrounding floor surface. **Finishing and Restoration** • Sand the wooden floor to achieve a smooth and uniform surface. • Apply a suitable wood stain or finish to the sanded area to match the colour and sheen of the existing floor. • Allow the finish to dry before reopening the area for use.
Water Tank Filters	• Remove the existing filter. • Install the new filter.
Replace joint sealant	• Carefully remove the existing joint sealants. • Clean and prepare all expansion joints. • Inspect all expansion joints for damages. • Fix concrete damages where required. • Insert a sealant backing cord into the expansion joint openings. • Inject a silicone joint sealant into the expansion joint openings.
Pipe Support Replacement	• Install temporary supports to hold the pipe in position. • Cut or grind the anchors securing the pipe support to the foundation. • Remove the pipe support. • Clean the foundation surface to remove any debris or remnants of the old supports. • Clean existing holes in the foundation, drill new holes if necessary. • Position the new steel supports in place, ensuring they align correctly with the pipe and foundation anchor points. • Insert new anchors into the foundation holes and secure them. • Secure the new supports to the foundation using appropriate fasteners. • Attach the pipe to the new supports. • Apply rust inhibitor/primer to any exposed metal surfaces. • Paint the new supports to match the existing pipe infrastructure and provide additional corrosion protection.
Brick Laying and Plastering	• Demolish existing damaged brick walls. • Ensure walls are accurately set out according to drawings or the *Service Manager's* Instructions.

Maintenance	Detailed Specification
	• Lay bricks, maintaining the required joint thickness using class I mortar compliant with the requirements of SANS 2001-CM1. Damp-Proof Course to be installed at-least 150 mm above ground level. • Allow the brickwork to cure and apply a base coat of plaster with a thickness of 15-20mm to the wall. • Apply a final coat with a thickness of 5- 10mm ensuring a smooth and level surface.

2.1.3 Supply of material

a) Various grades of Concrete

b) Low Viscosity Injection Resin with the following specification.

Characteristics	• Solvent-free • Suitable for both, dry and damp conditions • Usable at low temperatures • Shrinkage free hardening • High mechanical and adhesive strengths • Hard but not brittle • Low viscosity • Ability to fill cracks with smalls widths, i.e. 4 mm wide cracks. • Injectable with single component pumps
Compressive strength	• 80 MPa after 7 days at 23°C
Tensile strength in Flexure	• 61 MPa after 7 days at 23°C
Tensile strength	• 37 MPa after 7 days at 23°C
Tensile Adhesion Strength to concrete.	• >4MPa failure in concrete after 7 days at 23°C

c) A two-component structural repair epoxy mortar with the following specifications:

Characteristics	• Designed for concrete repair and restoration. • Needs no priming. • High Strength. • Resistant to oils, fuels, water, dilute chemicals.
Curing time	• 12 hours at 25°C
Overcoating time	• 8 to 24 hours at 25°C
Application temperature	• 10°C to 40°C
Uses	• Repairing and patching defects in concrete such as honeycomb and spalls.
Layer thickness.	• Up to 25mm

d) A multi flow cementitious multi-purpose applied concrete repair mortar with the following specifications:

Characteristics	• High early compressive strength • High final compressive strengths. • Sulphate resistant.

	• Good adhesion to concrete. • Good abrasion resistance. • Very low shrinkage. • Good surface finishing. • Ready to mix with water. • Excellent workability. • Applied manually or mechanically (wet spray). • High pH passivates steel reinforcement. • Does not contain chlorides or other corrosion promoting additives Application Areas. • Durability in aggressive environments.
Uses	• Repair of spalling and damaged concrete in infrastructure and superstructure works. Restoration work. • Horizontal concrete repairs
Compressive strength at 28 days.	• 50 MPa or above
Layer thickness.	• Should be able to cover up to 80 mm.
Application temperature	• 5°C to 30°C

e) Multipurpose adhesive and elastic joint sealant.
f) Bitumen (Asphalt Binder)
g) Aggregates
h) Cement
i) Sand
j) Bricks
k) High-quality, anti-corrosive water-based metal primer.
l) High-performance water-based paint specifically formulated for metal surface.
m) High-durability, quick-drying pavement marking water-based paint.
n) High-performance, acrylic paint formulated for masonry and concrete surfaces.
o) High-quality acrylic ceiling paint designed for smooth application and minimal spatter.
p) Rust-inhibiting epoxy primer
q) Elastomeric acrylic roof coating
r) Polyurethane-based roof coating.
s) Mould remover.
t) Pipes and all fitting materials with the following specifications:

Material	• PVC
Pipe Sizes	• 40mm, 50mm, 75mm and 110mm.
Fittings Properties	• Fittings must be compatible with the provided pipes and include all necessary components such as joints, bends, reducers, and connectors.

u) Multi-Purpose Lubricant for Corrosion protection, Rust removal, and Lubrication of sticky mechanisms.
v) High Flow Non-Shrink Grout.

w) High-density, expanding foam specifically designed for stabilizing and lifting settled foundations.

x) Cementitious Flexible Waterproofing Slurry with the following specifications:

Characteristics	• Excellent waterproof barrier • Effective on negative or positive side • High bond strength • Excellent freeze/thaw resistance • Excellent resistance to chloride ion penetration • Brush, trowel, or spray applied. • Reliable application • Self-curing • Non-toxic • Good abrasion resistance • Approved for use in potable water systems.
Bonding/Priming	• No priming required.
Hardening Time	• Resistant to mechanical stress: 3 days • Full cure: 7 days
Resistance to water pressure	• Attained after 7 days cure. • Positive pressure: 10 bar or above • Negative pressure: 4 bar or above

y) IBR Roof Sheeting.

z) Corrugated Roof Sheeting.

aa) Weather Roof Coating Membrane.

bb) Bituminous prime and sealing solution with the following specification.

Density	• 0.90 g/cm^3
Flashpoint	• 30℃
Consistency	• Low Viscosity Liquid

cc) Carpet tiles

Use classification	Heavy duty
Fixing	Adhesive required
Material	Polypropylene
Thickness	8.5mm

dd) Carpet adhesive.

ee) Porcelain tiles

ff) Ceramic tiles.

gg) Tile grout.

hh) Water Filter with the following specifications:

Filtering Capacity	• Capable of handling a minimum flow rate of 10-15 litres per minute (L/min).
Water Quality	• Meets SANS 241 requirements.

Filtration Stages	• Sediment removal. • Reduction of chlorine and organic compounds • Microorganism removal
Materials	• Filter housings and components must be constructed from corrosion-resistant
Water Source Compatibility	• The system must be designed to operate with typical water tank sources, accommodating variability in water quality and sediment levels.

ii) Sealant backing cord.

jj) Non-sag silicone joint sealant with the following specifications

Characteristics	• May be used in joints that are not uniform in width. • Flows into irregular joint widths and does not require tooling. • Movement capability 100% extension and 50% compression. • Low modulus. • Weather and UV resistant. • Fuel resistant, short-term exposure. • Cold applied, ready-to-use as supplied. No heating or special preparation. • Does not require a primer to bond with Portland cement.
Composition	• One-part. • cold applied. • self-levelling silicone sealant.
Applications	• Can be used for concrete-to-concrete pavement joints. • For use in new construction, repair, or remedial applications. • Can be used to seal irregularly shaped and spalled joints.
Colour	• Gray.
Heat aging per ASTM C 792	• 3.05% loss max.
Specific Gravity per ASTM D 1475	• 1.48.
Curing time	• 21 Days.
Must pass these tests after curing with no cracks or separation	• Bond, non-immersed. • Bond, water immersed. • Bond, oven aged.
Ultimate elongation per ASTM D 412	• 1000%
Tensile Strength @150% per ASTM D 412	• 28 psi

Joint Movement Capability, +100/-50 percent, 10 cycles per ASTM C 719.	• No failure.
Resilience	• 77%

kk) Self-Levelling Silicone Joint Sealant with the following specifications

Characteristics	• Self-levelling, no tooling required. • Flows into irregular joint widths and does not require tooling. • Movement capability 100% extension and 50% compression. • Ultra-low modulus. • Weather and UV resistant. • Fuel resistant, short-term exposure. • Cold applied, ready-to-use as supplied. No heating or special preparation. • Does not require a primer to bond with Portland cement.
Composition	• One-part • cold applied • self-levelling silicone sealant.
Applications	• Can be used for concrete-to-concrete pavement joints. • For use in new construction, repair, or remedial applications. • Can be used to seal irregularly shaped and spalled joints.
Colour	• Dark Gray.
Heat aging per ASTM C 792	• 1% loss max
Specific Gravity per ASTM D 1475	• 1.26 to 1.34
Curing time	• 21 Days
Must pass these tests after curing with no cracks or separation	• Bond, non-immersed. • Bond, water immersed. • Bond, oven aged.
Ultimate elongation per ASTM D 412	• 1400%
Tensile Strength @150% per ASTM D 412	• 9 psi
Joint Movement Capability, +100/-50 percent, 10 cycles per ASTM C 719.	• No failure.
Resilience	• 77%

ll) Galvanized wire mesh

mm) Polyethylene-based DPC, 225mm.

nn) Concrete Repairs Injection Ports (packers).

oo) Two-component manganese cured high modulus polysulphide sealant with the following specifications:

characteristics	• Forms a tough, elastic, rubber-like seal. • Accommodates continuous and pronounced cyclic movement in all planes. • Excellent adhesion to concrete. • Chemical resistance to dilute acids and alkalis, fats and vegetable oils, petroleum fuels, oils, and greases. • Excellent water resistance • Excellent atmospheric oxidation

pp) High-performance waterproofing bandage (Joint Flexband) with the following specifications:

Size	• 250mm x 2mm Waterproofing Bandage.
Uses	• High movement joints (expansion). • Construction/contraction joints. • Joints subject to chemical attack. • Repair of failed joints. • Repair/sealing to structural cracks. • Water retaining structure joint sealing.
	• Durable resilient seal. • Accepts multi-dimensional movement. • Can be applied to damp substrates. • Excellent application characteristics • Can be used in contact with potable water. • Resistant to a wide range of chemicals.

qq) Two-component, Solvent-free epoxy resin bedding mortar/adhesive with low slump characteristics (Flexband Adhesive) with the following specifications:

Characteristics:	• Early high strength and therefore minimizes down time. • High peel strengths to membrane. • Good resistance to a wide range of chemicals. • Good adhesion to damp concrete. • High solvent resistance.
Compressive strength	• > 80MPa at 7 days.
Flexural Strength	• > 7MPa at 7 days.
Tensile Strength	• > 10MPa at 7 days.
Full cure	• 7 days.

rr) Dual reinforced bitumen waterproofing membrane

Material:	• **Polyester and fibreglass**
Thickness:	• 4mm
Surface finish:	• Sand
Water tightness:	• 60 kPa
Flow resistance at high temperature:	• 120
Flow resistance at high temperature after aging:	• 110
Water vapour transmission:	• µ20000
Elongation at break L/T:	• 40%

ss) Rubberised bitumen waterproofing emulsion

Characteristics:	• **Excellent adhesion** • **Tough** • **Flexible** • **Non-toxic**
Can be used on:	• Flashings • Flat roof waterproofing areas
Density:	• 1.02 g/cm^3

tt) Bituminous based aluminium paint

Density	• 0.0985 g/cm^3
Flashpoints	• 38°C
Consistency	• Low viscosity
Drying time at 25°C	• Touch dry: 1 hour • Hard dry: 2 hours
Volume solids	• 33%
Number of coats	• 2
Dilution	• Not acceptable
UV Protection	• Yes
Characteristics	• Used on metal, bituminous, and concrete • Non-toxic • Easy to apply
Maximum service temperature	• 70°C

uu) Link seal specification.

Material:	• EPDM-Rubber • Galvanized /stainless steel bolts. • Pressure plates: glass fiber reinforced polyamide. • Shore A scale: 45°C to 55°C.
Characteristics:	• Ensures proper fit and effective sealing. • Has interlocking rubber link and steel components which facilitate easy installation. • Easy adjustment to fit various pipe sizes and configurations. • Resistant to various chemicals, acids, corrosive substances, inorganic substances, and organic substances. • Can be installed vertically, horizontally or at angles.

	• Create watertight and gas-tight seal around pipe. • Suitable for electrical isolation and cathodic corrosion protection. • Hydrostatic sealing against pressing water
Properties:	• Temperature range: -40 °C to 80 °C. • Pressure tight: Up to 5 bar. • Electrical isolation with a dielectric strength of 500 V/mm
Pipe Size:	• 16, 18 and 24 Inch

vv) Z Seal Specification:

Material:	• Neoprene rubber • Shore A scale: 60 °C to 70 °C. • Rubber thickness: 3mm • Fastening straps: stainless steel
Characteristics:	• Ending of pipe-in-pipe systems for retrofitting. • Dirt- and moisture-protection sealing solution. • Oil and gas restraint material. • Can withstand high temperatures
Properties:	• Suitable for eccentric positioned carrier pipes • Flexible adjustment of end seal on site • Closing by means of applied adhesive stripe. • High water resistance.
Pipe Size:	• 16, 18 and 24 Inch

ww)Concrete waterproofing tape

Density:	• 90 g/cm3
Flashpoint:	• 30℃
Consistency:	• low viscosity liquid.
Volume solids:	• 40%
Overcoating time at 25 ºC:	• 24 hours
Drying time at 25 °C:	• 4 hours
Resistance:	• Not solvent resistant.
Characteristics:	• Used on concrete. • Easy to apply.
Sealing and priming concrete prior to treatment with:	• Torch-on membranes.

2.1.4 Waste Disposal

Dispose of waste (including contaminated waste) in accordance with Transnet's standard operating procedure for Construction Environmental Management (009-TCC-CLO-SUS-11386), as well as the local municipality's bylaws.

2.2 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service

2.2.1 Affected Property entry and security control, permits, and Affected Property regulations

The Contractor must note that TPL sites are designated National Key Points. Accordingly, the Contractor will be subject to screening prior to accessing and executing the scope of services at these sites. Access requires SAPS or POSTNET fingerprint clearance to verify that no criminal record is associated with the company's directors or the employees who will be working on site.

2.2.2 Restrictions to access on Affected Property, roads, walkways and barricades:

2.2.2.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

2.2.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.2.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the facility in which work is being conducted.

2.2.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.2.2.5 All *Contractor's* staff and labour working within TPL facilities complies with TPL's operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

2.2.3 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* shall maintain daily records of all personnel and equipment engaged on the Affected Property and shall submit these records to the *Service Manager* on a daily basis.

3 LIST OF REFERENCE SPECIFICATIONS

3.1.1 The *Contractor* must comply with the following standards:

a) SANS 2001-BE1: Earthworks.
b) SANS 200-BE: Site Clearance.
c) SANS 2001-EM1: Cement plasters
d) SANS 2001-CM1: Masonry walling
e) SANS 2001-DP5: Stormwater drainage
f) SANS 10400-G: Excavations
g) SANS 10400-K: Walls
h) SANS 10400-P: Drainage

i) SANS 10400-R: Stormwater Disposal
j) SANS 2001-CC2: Concrete Works (Minor Works)
k) Transnet's Standard Operating Procedure for Construction Environmental Management (009-TCC-CLO-SUS-11386)
l) Construction Regulations, 2014, as amended.
m) Transnet *Contractor* Management Procedure (TRN-IMS-PROC-014)

4 Health and Safety Information

4.1 Health and Safety Standard

The *Contractor* shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 and its promulgated Regulations and the following Transnet procedures: Transnet *Contractor* Management Procedure (TIMS-GRP-PROC-014) and Transnet *Contractor* Health and Safety Specification Guideline (TRN-IMS-GRP-GDL-014.3), as applicable to the scope of services. and any laws applicable in the terms of Health and Safety.

4.2 *Contractor's* General Requirements for Health and Safety

The *Contractor is* solely responsible for carrying out the work under the Contract, having the highest regard for the health and safety of its employees, Transnet's employees, and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the *Contractor carrying* out its obligations under this Contract. Adequate provisions must be made available for health and safety, such as medical surveillance and a safety file.

a) The *Contractor* is required to develop and implement a Health and Safety Plan in accordance with the *Contractor* Health and Safety Specification Guideline (TRN-IMS-GRP-GDL-014.3). The *Contractor* shall ensure that the Health & Safety Management plan addresses the management of communicable diseases and that the associated requirements and control measures are identified and incorporated onto the Risk Assessment.
b) The *Contractor shall* appoint a part-time Health and Safety Officer for the site, corresponding with the project's size and associated risks, encompassing all activities, including overtime and weekend work. The Safety Officer must possess a National Diploma in Safety Management, Environmental Health, or an equivalent qualification, and be registered with the SACPCMP as a Construction Health and Safety Officer.
c) The *Contractor shall* ensure that all incidents are reported to the relevant Transnet Pipelines Facility Manager and investigated by the *Contractor* in conjunction with the client's safety representative. Occurrences shall be reported immediately or before the end of the shift followed by a written report within 24 hours.

d) The *Contractor shall* ensure that a competent Supervisor is appointed for the project. Constant supervision is required on-site during the execution of works.
Relevant training to be conducted for Supervisory staff i.e.: Any relevant Supervisory course, Incident Investigation, Legal Liability, and HIRA (Hazard Identification and Risk Assessments).

e) The *Contractor* is required to supply employees with protective clothing and equipment in accordance with the Occupational Health and Safety Act 85 of 1993 (OHSA). The personal protective equipment shall be appropriate for the potential hazard. Dromex DW – D59 FA, 100% cotton, flame retardant, and Acid-resistant SABS-approved Conti suit with long sleeves. Materials meeting the requirements of SANS 434, antistatic properties EN 1149 with silver reflective strip (50mm in width) on each sleeve around the upper arm and each leg, meeting the requirements for EN471. Safety footwear with steel toe protection, anti-static, slip-resistant, hydrocarbon resistant, and leather material. Hard hat with chin straps meeting requirements of SANS 1397:2003. The *Contractor shall* conform to the Transnet Pipelines Standard Operating Procedure for Personal Protective Equipment (009-TPL-OPS-SHEQ-2096).

f) Before commencing operations or accessing any Transnet site, the *Contractor must* submit a *Contractor* Compliance File for review and approval by Transnet Pipelines. The submission requirements will be aligned with the *Contractor's* scope of services.

g) The *Contractor*, upon receiving approval of their safety file, shall have all employees designated to work on the project undergo Safety, Health, and Environmental (SHE) induction training, specifically addressing the site-specific hazards at the time of entry. No individuals working for or on behalf of the *Contractor* will be permitted to enter the facility without completing the induction process.

h) The *Contractor* will be subjected to the Transnet Pipelines permit-to-work process related to the on-site risks identified as well as the changing conditions.

Note: This contract is for civil and structural maintenance, therefore, the Contractor shall comply with the requirements of the Construction Regulations, 2014, as amended.

4.3 *Contractor* compliance File Requirements (Minimum Requirement)

4.3.1 A valid Letter of Good Standing with the Workman's Compensation.

4.3.2 Proof of relevant insurances to carry out work.

4.3.3 *Contractor* Health & Safety Plan correlating with Transnet *Contractor* Management Procedure (TRN-IMS-GRP-PROC-014) submitted and approved.

4.3.4 Copies of TPL & *Contractor's* health, Safety & Environmental Policies

4.3.5 Mandatory agreement as per section 37.2 of the OSHACT. Act 85 of 1993 and CR 5.1(K)

4.3.6 Legal appointments as per the Occupational Health and Safety Act such as;

a) Sec. 16(2) – Delegated Authority (Assistant to the CEO)
b) CR 8(1) – Construction Manager
c) CR 8(7) – Construction Supervisor

d) CR 8(5) – Construction Safety Officer

e) CR 9(1) – Risk assessment

f) CR 23. (d)(k) – Vehicle operator and Inspector

g) GSR 3.4 – First aider

h) CR 13(1)(a) – Excavation Supervisor

i) Sec 24, GAR 9(2) – Incident Investigator

4.3.7 Risk Assessments, Method statements, and Safe Working Procedures

4.3.8 Employee Induction packs shall include the following documents:

a) Employee scope of work.

b) Proof of site-specific induction (*Contractor*).

c) Copy of ID Document.

d) Abbreviated CV for the management and Legal appointees.

e) Proof of competence

f) Valid entry medical certificate of fitness done by an Occupational Health Practitioner aligned with job roles and responsibilities (e.g., work at height, in confined spaces etc.).

4.3.9 Project Specific Risk Assessment indicating the full scope of work and risk profile.

4.3.10 Project specific Organogram of reporting structure including contact details.

4.3.11 Copy of nominated responsible person to conduct inspections and proof of their competency.

4.3.12 Copy of equipment registers to be used with copy of each item's inspection checklist.

4.3.13 The *Contractor* shall furnish the client with Periodic medicals every twelve months, as well as the Exit Medicals done by an Occupational Health professional.

5 Environmental Management Information

The *Contractor* shall at all times comply with Environmental Requirements prescribed by law as they may apply to construction activities. The *Contractor* shall comply with the provisions of the National Environmental Management Act 107 of 1998, National Water Act 36 of 1998, National Environmental Management: Waste Act 59 of 2008 and any other applicable environmental legislation. The *Contractor* perform duties of the *Employer* and is in every respect responsible for compliance with the provisions of the Acts. The *Contractor* will be responsible for environmental rules that TPL may require to be implemented and shall comply with the Transnet *Contractor* Management Procedure (TRN-IMS-GRP-PROC-014). The *Contractor* is required to compile and submit a *Contractor* Compliance File to TPL, that will include but not limited to Environmental Management Plan (EMP) that is specific to the service/ project. The EMP is project specific and addresses the projects potential environmental impacts and their mitigation measures. Site access and commencement of execution of the scope of work will be subject to the review and approval of the *Contractor* Compliance File.

5.1 Waste Management

The *Contractor* is responsible for the collection, removal and disposal of all waste, wastewater and effluent from ablution facilities generated from the Site as a result of site activities at the permitted landfill site. The *Contractor* shall be familiar with the waste management requirements as outlined in the EMP. Proof of the permit for the landfill site shall be obtained and kept on file, for review by the *Employer* or the *Employer's* Environmental representative. A waste manifest shall be retained for record purposes for each load of waste disposed.

5.2 Hazardous Substances

The *Contractor* shall observe all applicable legislation, including specific requirements of the EMP relating to the handling, storage and transportation of hazardous substances as defined in the Hazardous Substances Act (Act No. 15 of 1973), the Occupational Health and Safety Act (No. 85 of 1993), the EMP, the local Bylaws, and any other applicable legislation.

The *Contractor* shall, as a minimum, comply with the following requirements:

a) Storage and use of hazardous materials shall be strictly controlled to prevent environmental contamination, in accordance also with the materials safety data sheets (MSDS's).
b) Accidental spillage of any fuel or hazardous substances shall be cleaned up immediately using the most appropriate methodologies, equipment and material.
c) No vehicles or machines shall be serviced or refuelled on site except at designated servicing or refuelling locations.

5.3 Management of Ablution Facilities

The *Contractor* shall comply with the National Environmental Management Waste Act (Act 59 of 2008) and the EMP. The *Contractor* shall provide sufficient ablution facilities in compliance with all relevant health and safety standards and codes. Enough toilets shall be provided to accommodate the number of personnel working in any given area.

5.4 Incident Reporting

The *Contractor* shall immediately notify the *Employer* of any environmental incidents on Site. The *Contractor* shall be responsible for investigating all environmental incidents, instituting the required remedial measures and issuing of close-out reports. All costs associated with the prevention, control, cleaning and remediation of any environmental incidents, spills or releases resulting from the *Contractor's* activities shall be to for the *Contractor's* own account.

The *Contractor* shall maintain a register of all environmental incidents. Close-out reports shall be submitted to the *Employer* and *Employer's* Environmental representative within 14 days of occurrence of the incident. Case-specific extensions may be considered at the sole discretion of the *Employer*.

5.5 Rehabilitation

The *Contractor* shall be responsible for reinstating and rehabilitating all areas to the satisfaction of the *Employer*.

The above requirements shall be applicable to the main *Contractor*, its *Contractor*s, and suppliers. All personnel will be required to attend site-specific induction prior to commencement with their activities.

Prepared by:	**Approved by:**
Tebogo Mahasha	Nolonwabo Zamani
Civil Engineer	Principal Civil Engineer
Date: 08 October 2026	Date: 08/10/2026

PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property .

1. Description of the Affected Property and its surroundings

1.1. General description

Services will be carried out at various Transnet Pipelines facilities in KwaZulu-Natal, including Durban, Amanzimtoti, Pietermaritzburg, Howick, Mooi River, and Empangeni. The facilities include petrol, diesel, crude oil and Avtur intake stations, pump stations, delivery stations, and maintenance workshops.

Facility	Address
202 Head Office	202 Anton Lembede Street, Durban, 4001
Durban Pump Station	Cnr Abadan & Sumatra Rd, Island View, 4052
Mngeni	Stockville Rd, Mahogany Ridge, Westmead, 3610
Hilcrest	43 Shongweni Rd, Hillcrest, 3610
Duzi	Ottos Bluff Rd, Dunimarle, Pietermaritzburg, 3201
Howick	Old Main Road (North), Tweedie (opposite nursery), 3290
Mooi River	Middlerust District Road (D54), Mooi River, 3300
Island View	Cnr Trinidad & Taiwan Rd, Bayhead, 4052
Twini	305 Wanda Cele Str, Amanzimtoti
Hilltop	Farm road on Whispers 13893, off Chief Mhlabunzima Rd, Copesville
Durban Gas	Bayhead, 4052
Empangeni	Cnr. Steelway & Bronze Streets, 3910
National Operating Centre	10A Kirk Road, 3610
Pinetown Workshop	10B Kirk Road, Pinetown, 3610

1.2. Existing buildings, structures, and plant & machinery on the Affected Property

The Service Provider shall maintain civil and structural assets, including buildings, Fencing and gates, Cable ducts and manholes, Oily water systems, Sewer and potable water systems, pavements, Tank farms and manifold areas, Spill basins and separators, Structural elements (plinths, supports, stairs, railings, etc.). The Service Provider must exercise vigilance and caution while working near tank farms and manifolds, as construction will occur around existing tanks, pipes, pumps, and other electrical equipment. This infrastructure primarily handles products, so it is essential to adhere to all safety and operational requirements.

1.3. Subsoil information

The maintenance services will be carried out on existing infrastructure. As the works are primarily maintenance-related, no subsoil information is provided under this Scope of Work.

Where a task order includes earthworks, excavations, or other activities requiring subsoil information, the relevant subsoil information will be provided with the applicable task order.

1.4. Hidden services

Maintenance activities may be carried out in areas containing existing underground or concealed services, including but not limited to potable water pipelines, sewer pipelines, stormwater pipelines, electrical cables, communication cables, fuel pipelines, and other buried services.

Where available, the Employer will provide drawings or records of known underground services as part of the relevant task order. However, the accuracy and completeness of such information cannot be guaranteed.

Where underground service information is unavailable or the location of services is uncertain, the Service Provider shall locate the services by carefully hand excavating or using other approved non-destructive methods before commencing mechanical excavation or other intrusive works. The Service Provider shall take all necessary precautions to prevent damage to existing services and shall immediately report any unidentified or exposed services to the Employer.

1.5. Other reports and publicly available information

None.