

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

[hereinafter referred to as **TNPA**]

**REQUEST FOR PROPOSAL [RFP] No : TNPA/2025/02/0016/89905/RFP**

**FOR THE PROVISION OF :**

**HEALTH AND SAFETY AGENT/S ON THE PORT ELIZABETH (PE) FOR CIVIL BULK INFRASTRUCTURE UPGRADE (FOR A PERIOD OF THIRTY-SIX (36) MONTHS) AND/OR MARINE INFRASTRUCTURE UPGRADE (FOR A PERIOD OF TWENTY-FOUR (24) MONTHS) AND/OR NATIONAL FIRE SERVICES INFRASTRUCTURE EQUIPMENT UPGRADE PHASE 2A (FOR A PERIOD OF FIFTEEN (15) MONTHS)**

**ISSUE DATE : 29 MAY 2025**

**COMPULSORY BRIEFING MEETING : 05 JUNE 2025**

**TIME : 10H00**

**VENUE : MICROSOFT TEAMS (MS TEAMS)**

[Join the meeting now](#)

**Meeting ID: 334 700 321 861**

**Passcode: wp3re2PK**

**CLOSING DATE : 19 JUNE 2025**

**CLOSING TIME : 12H00**

**CLOSING VENUE : <https://www.transnet.net>**

**(REFER ANNEXURE A FOR GUIDE)**

**BID VALIDITY PERIOD : 180 BUSINESS DAYS FROM CLOSING DATE**

**PRE-QUALIFICATION CRITERIA :**

- **PROOF OF GOOD STANDING WITH THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS (SACPCMP) WITHIN THE CATEGORY OF PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (PrCHSA)**
- **PROOF OF ATTENDANCE AT COMPULSORY RFP BRIEFING SESSION (REFER SECTION 2 OF THIS RFP DOCUMENT)**

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting.***

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

**BIDDING OPTIONS**

<b>Bidder's Name:</b>			
<b>Project</b>		<b>Bidder to select the project bidding for -</b>	
		<b>Bidder to respond with either:</b>	
		<b>Yes</b>	<b>No</b>
1	Civil Bulk infrastructure Upgrade		
2	Marine Infrastructure Upgrade		
3	National Fire Services Infrastructure Equipment Upgrade Phase 2A		

**Note to Bidder/s:**

- Bidders are allowed to bid for any of the three (3) x projects i.e.:
  - TNPA seeks to acquire the services of Construction Health and Safety Agent(s) professionally registered as a PrCHSA to oversee the detailed design, participate in Gate Review (Transnet's project lifecycle processes), and execution of three (3) projects at the Port of Port Elizabeth as follows:
    - Civil Infrastructure Upgrade for a period of 36 months for detailed design, construction, and close-out phases.
    - Marine Infrastructure Upgrade for a period of 24 months for detailed design, construction, and close-out phases.
    - National Fire Services Infrastructure and Equipment Upgrade for a period of 15 months pre-construction, construction, and close-out phases.
- The maximum number of projects that a respondent can bid for is three (3).
- Award of business and conclusion of contract to:
  - Option 1 to select 1 bidder for all 3 Projects
  - Option 2 to select multiple bidders for all 3 projects (split award)
- Award of this service for the stipulated projects will be as follows:
  - Letter of Award (LOA) will be issued to the successful bidder/s for each project indicated above notifying them of their success in the bidding process.

**SCHEDULE OF BID DOCUMENTS**

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ANNEXURE E - MASTER AGREEMENT

ANNEXURE F - NON-DISCLOSURE AGREEMENT

ANNEXURE G- TRANSNET'S SUPPLIER INTEGRITY PACT

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Respondent's Signature

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Date & Company Stamp

**HEALTH AND SAFETY AGENT/S ON THE PORT ELIZABETH (PE) FOR CIVIL BULK INFRASTRUCTURE UPGRADE (FOR A PERIOD OF THIRTY-SIX (36) MONTHS) AND/OR MARINE INFRASTRUCTURE UPGRADE (FOR A PERIOD OF TWENTY-FOUR (24) MONTHS) AND/OR NATIONAL FIRE SERVICES INFRASTRUCTURE EQUIPMENT UPGRADE PHASE 2A (FOR A PERIOD OF FIFTEEN (15) MONTHS)**

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD											
BID NUMBER:	TNPA/2025/02/0016/89905/RFP	ISSUE DATE:	29 MAY 2024	CLOSING DATE:	19 JUNE 2025	CLOSING TIME:	12H00				
DESCRIPTION	HEALTH AND SAFETY AGENT/S ON THE PORT ELIZABETH (PE) FOR CIVIL BULK INFRASTRUCTURE UPGRADE (FOR A PERIOD OF THIRTY-SIX (36) MONTHS), AND/OR MARINE INFRASTRUCTURE UPGRADE (FOR A PERIOD OF TWENTY-FOUR (24) MONTHS) AND/OR NATIONAL FIRE SERVICES INFRASTRUCTURE EQUIPMENT UPGRADE PHASE 2A (FOR A PERIOD OF FIFTEEN (15) MONTHS)										
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS											
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetenders.azurewebsites.net">https://transnetenders.azurewebsites.net</a>											
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:											
CONTACT PERSON	Omashree (Vanessa) Balie										
E-MAIL ADDRESS	<a href="mailto:TNPAPOPEABOVE@transnet.net">TNPAPOPEABOVE@transnet.net</a>										
SUPPLIER INFORMATION											
NAME OF BIDDER											
POSTAL ADDRESS											
STREET ADDRESS											
TELEPHONE NUMBER	CODE			NUMBER							
CELLPHONE NUMBER											
FACSIMILE NUMBER	CODE			NUMBER							
E-MAIL ADDRESS											
VAT REGISTRATION NUMBER											
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.											
SUPPLIER COMPLIANCE STATUS	TCP PIN		OR	CSD NO	MAAA						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Who was the Certificate issued by? <input type="text"/>			OR	<b>BBEE STATUS LEVEL SWORN AFFIDAVIT</b> [TICK APPLICABLE BOX] <table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td>Yes</td> <td>No</td> </tr> </table>					Yes	No
Yes	No										

Respondent's Signature

Date &amp; Company Stamp

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
NAME:		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
Signature of the Bidder	.....	Date:	.....

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                       YES  NO

DOES THE BIDDER HAVE A BRANCH IN THE RSA?     YES  NO

DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                       YES  NO

DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?                               YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER: .....

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

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

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

**SECTION 2: NOTICE TO BIDDERS****1. INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	<b>HEALTH AND SAFETY AGENT/S ON THE PORT ELIZABETH (PE) FOR CIVIL BULK INFRASTRUCTURE UPGRADE (FOR A PERIOD OF THIRTY-SIX (36) MONTHS) AND/OR MARINE INFRASTRUCTURE UPGRADE (FOR A PERIOD OF TWENTY-FOUR (24) MONTHS) AND/OR NATIONAL FIRE SERVICES INFRASTRUCTURE EQUIPMENT UPGRADE PHASE 2A (FOR A PERIOD OF FIFTEEN (15) MONTHS)</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.

	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>RFP BRIEFING SESSION</b>	<p><b><u>Yes – Compulsory</u></b></p> <p>Refer to paragraph 2 for details.</p>
<b>CLOSING DATE</b>	<p><b>12H00 on Thursday, 19 June 2025</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>
<b>VALIDITY PERIOD</b>	<p><b>One hundred and eighty (180) Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2. COMPULSORY RFP BRIEFING

- 2.1 A ***compulsory*** RFP briefing session will be conducted on Microsoft Teams on the **05 June 2025** at **10h00** for a period of  $\pm$  two (2) hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.
- 2.2 Click here to join the meeting: **Join the meeting now**  
(Meeting ID: 334 700 321 861 Passcode: wp3re2PK)
- 2.3 A Certificate of Attendance in the form set out in **Section 11** hereto must be completed and submitted with your Proposal.
- 2.4 Respondents failing to attend and complete the register in full (representatives name and surname, bidders/company name, contact telephone number, email address and signature of representative) at the ***compulsory*** RFP briefing will be disqualified.
- 2.5 ***Clause 2.3 and 2.4 must have the same details for the bidder to pass this requirement and serve as proof of attendance at the compulsory RFP briefing.***
- 2.6 Respondents are encouraged to have a copy of the RFP document for the RFP briefing.

## 3. PROPOSAL 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/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net))
  - Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
  - 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.

- b) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- c) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- d) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)
- e) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- f) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- g) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- h) A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

#### **4. RFP INSTRUCTIONS**

- 4.1 Please sign documents [sign, stamp, and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5. JOINT VENTURES OR CONSORTIUMS

5.1 Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by TNPA through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

5.2 Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2022 preference point scoring.

## 6. COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and emailed to [**TNPAPOPEABOVE@transnet.net**] before **12H00 on 12 June 2025**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

6.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net) Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion together with any supporting documentation.

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint

may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.

- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website: [www.transnet.net](http://www.transnet.net)
- All Respondents 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 bidder on its List of Excluded Bidders.

6.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), email [TNPAPOPEABOVE@transnet.net](mailto:TNPAPOPEABOVE@transnet.net) on any matter relating to its RFP Proposal.

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

6.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

6.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

6.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

## 7. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents 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 related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

## 8. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 9. EMPLOYMENT EQUITY ACT

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

## 10. DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services;
- 10.2 reject any Proposal which does not conform to instructions and scope of services which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider or award the contract to multiple service providers, should it at Transnet's discretion, be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognized in law;
- 10.12 in the case of awarding to one service provider, to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 10.13 In case of awarding to more than one Service Provider, to award the business to the first three (3) ranked bidders per project, provided they are prepared to provide the required Goods/Services at their quoted prices. Should the first preferred bidder per project fail to sign or commence with the contract within a reasonable period after being requested to do so, the second ranked until the last one ranked will be approached to fulfil the contract. Under such circumstances, the validity of the bids of these next ranked bidders will be deemed to remain valid, irrespective of whether the outcome of the tender has been published on the National Treasury e-tender Portal and Transnet website.
- 10.14 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/master agreement/special conditions of contract provided by the tenderer; or
  - ✓ the contents of the tender returnables which are to be included in the contract.

**Note:** that TNPA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

**11. LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

**12. SECURITY CLEARANCE**

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

**13. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

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

**14. TAX COMPLIANCE**

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

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

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

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

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

 Ethics Helpdesk (Pty) LTD.  
Ethics Management System™

You can choose to be **Anonymous** or **Non-Anonymous** on ANY of the platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

				
	<p><b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p><b>What's App</b> Speak to an Agent via What's App.</p>	<p><b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge</p>	<p><b>Telegram</b> Speak to an Agent via Telegram</p>
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

### **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1 BACKGROUND**

For the purpose of this contract "Services" shall include health and safety agent on the Port Elizabeth (PE) Civil Bulk infrastructure Upgrade, Marine Infrastructure Upgrade and National Fire Services Infrastructure Equipment Upgrade Phase 2A.

Transnet National Ports Authority (TNPA) is responsible for the safe, effective, and efficient economic functioning of the national port system, which is managed in a landlord capacity. In line with the provisions of the National Ports Act (Act no. 12 of 2005), the core functions of TNPA are to plan, provide, maintain, and improve port infrastructure as mandated under Section 11(1).

The Port of Port Elizabeth (PoPE), through the capital delivery programme, has initiated various projects to meet TNPA's mandate and strategic objectives. Three (3) of the capital projects are in the detailed design and execution phases of the project lifecycle process, which therefore requires the involvement of a professionally registered Construction Health and Safety Agent(s) (PrCHSA).

#### **2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its material requirements nationally, it also seeks to improve its current processes for providing these Goods/Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.

- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading-edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations, and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

### **3 SCOPE OF REQUIREMENTS**

Refer **Annexure B** – Scope of Services including Pricing Schedule

### **4 GREEN ECONOMY / CARBON FOOTPRINT**

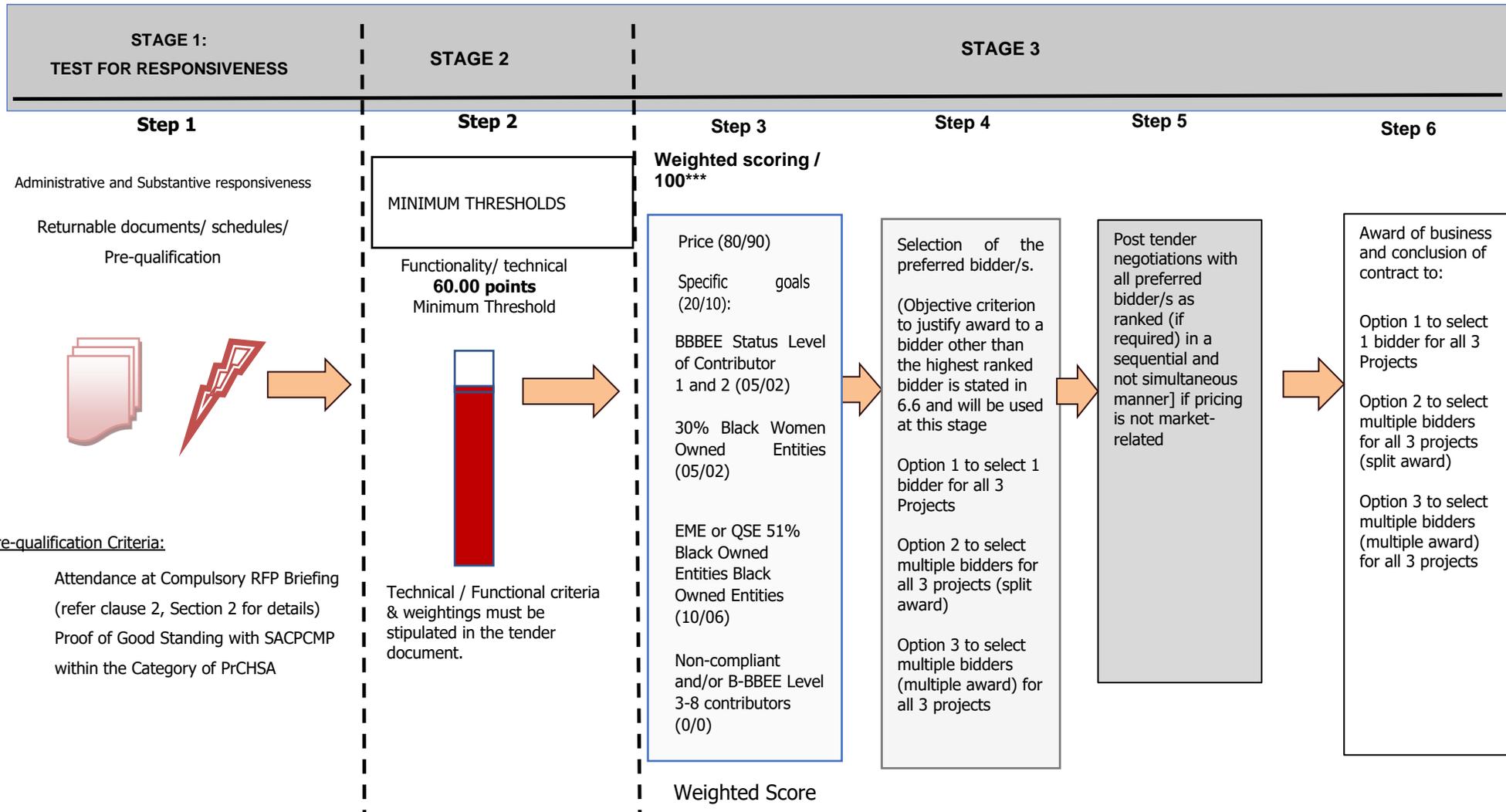
TNPA wishes to understand your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

### **5 GENERAL SERVICE PROVIDER OBLIGATIONS**

- 5.1 The Service provider(s) shall be fully responsible to TNPA for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Service provider(s) must comply with the requirements stated in this RFP.

## 6 EVALUATION METHODOLOGY

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



Respondent's Signature

Date & Company Stamp

NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

#### 6.1 **STEP ONE: Test for Administrative and Substantive Responsiveness**

The test for administrative and substantive responsiveness will include the following:

<b>Administrative and Substantive responsiveness check</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed on the second page of the RFP Document and in the pricing and delivery schedule (<b>Annexure B and Section 4</b>)</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope of services given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Proof of Attendance at Compulsory Briefing Meeting (details of proof required – refer section 2)</li> </ul>	<i>Section 2</i>
<ul style="list-style-type: none"> <li>Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows:</li> </ul>	

➤ Proof of Good Standing with SACPCMP within the Category of PrCHSA	
---	--

***The test for administrative and substantive responsiveness [Step One] must be passed for a Respondent’s Proposal to progress to Step Two for further evaluation.***

**6.2 STEP TWO: Minimum Threshold 60.00 points for Technical Criteria**

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

*Bidders on this evaluation stage will be evaluated as one bidder. The evaluation at this stage is testing the technical capability and capacity of the bidder.*

Technical Evaluation Criteria	Points Weightings	Scoring Guideline
<b>Company Completed Projects</b>	<b>20</b>	
Company to submit project completion certificates. The completion certificates must at least outline the minimum elements as below: (1) project value, (2) project duration, (3) Name of client , responsible person(s) and contactable number(s).  Minimum requirements: three (3) x Construction completion certificates	20	<i>100 = 5 or more construction completion certificates indicating all elements outlined.</i>  <i>80 = 4 construction completion certificates indicating all elements outlined</i>  <i>60 = 3 construction completion certificates indicating all elements outlined</i>  <i>40 = 2 construction completion certificates indicating all elements outlined</i>  <i>20 = 1 construction completion certificate indicating all elements outlined</i>  <i>0 = No certificates provided or certificates don't include all elements outlined</i>
<b>Experience of Health and Safety Agent (Pr. CHSA)</b>	<b>40</b>	
Experience of Health and Safety Agent (Pr. CHSA) A company should have an experienced Health and Safety Agent (Pr. CHSA) in managing Construction projects during all	40	<i>100 = Post registration experience of the Construction Health &amp; Safety Agent is 60 months or more</i>  <i>80 = Post registration experience of the Construction Health &amp; Safety</i>

<p>phases of the project. The minimum number of post registration experience required: experience between forty seven (47) and thirty six (36) months.</p> <p>Disclaimer:</p> <ol style="list-style-type: none"> <li>The scoring depicted is for one (1) Agent only. If two (2) or more Agents are submitted for evaluation an average score will be used (for each company being evaluated).</li> <li>Averages resulting in decimal points will be rounded up or down</li> </ol>		<p><i>Agent is between 48 months and 59 months</i></p> <p><i>60 = Post registration experience of the Construction Health &amp; Safety Agent is between 47 months and 36 months</i></p> <p><i>40 = Post registration experience of the Construction Health &amp; Safety Agent is between 35 months and 24 months</i></p> <p><i>20 = Post registration experience of the Construction Health &amp; Safety Agent is 23 months or less.</i></p> <p><i>0 = No submission of experience or Health and Safety Agent is not a PrCHSA</i></p>
<p><b>Construction Work Permit</b></p>	<p><b>40</b></p>	
<p>Health and Safety Agent (Pr.CHSA) must demonstrate experience in acquiring Construction Work Permits previously acquired.</p> <p>Disclaimer:</p> <ol style="list-style-type: none"> <li>The scoring depicted is for one (1) Agent only. If two (2) or more Agents are submitted for evaluation an average score will be used (for each company being evaluated).</li> <li>Averages resulting in decimal points will be rounded up or down.</li> </ol>	<p>40</p>	<p><i>100 = 5 or more Construction Work Permits per Health and Safety Agent (Pr.CHSA)</i></p> <p><i>80 = 4 Construction Work Permits per Health and Safety Agent (Pr.CHSA)</i></p> <p><i>60 = 3 Construction Work Permits per Health and Safety Agent (Pr.CHSA)</i></p> <p><i>40 = 2 Construction Work Permits per Health and Safety Agent (Pr.CHSA)</i></p> <p><i>20 = 1 Construction Work Permit per Health and Safety Agent (Pr.CHSA)</i></p> <p><i>0 = No response or Health and Safety Agent is not a PrCHSA</i></p>
<p><b>Total Weighting:</b></p>	<p><b>100</b></p>	
<p><b>Minimum qualifying score required:</b></p>	<p><b>60.00</b></p>	

Respondents must refer to **Annexure C** for guidance on technical evaluation requirements and minimum threshold required to pass the technical evaluation stage.

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

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

**6.3 STEP FOUR: Evaluation and Final Weighted Scoring (Preference Point System)**

a) **Price Criteria** [Weighted score 80/90 points]: **per Project**

Bidders will be evaluated per group of number of Projects they are bidding for:

Group 1: All Bidders bidding for all 3 Projects

Group 2: All Bidders bidding for 2 Projects

Group 3: All Bidders bidding for 1 Project

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	<i>Section 4</i>

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

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

*Ps* = Score for the Bid under consideration

*Pt* = Price of Bid under consideration

*Pmin* = Price of lowest acceptable Bid

b) **Specific Goals per Bidder** [Weighted score 20/10 points]

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>B-BBEE Status Level of the Contributor 1 or 2 (05/02)</li> <li>30%Black Women Owned Entities (05/02)</li> <li>EME or QSE 51% Black Owned Entities (10/06)</li> <li>Non-Compliant and/or B-BBEE level 3-8 Contributors (0/0)</li> </ul>	<i>Section 9</i>

Evidence Required for claiming specific goals:

Specific Goals	Acceptable Evidence
<ul style="list-style-type: none"> <li>B-BBEE Status Level of the Contributor 1 or 2 (05/02)</li> </ul>	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines
<ul style="list-style-type: none"> <li>30%Black Women Owned Entities (05/02)</li> </ul>	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guideline
<ul style="list-style-type: none"> <li>EME or QSE 51% Black Owned Entities (10/06)</li> </ul>	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated B-BBEE scorecard will be accepted) as per DTIC guidelines

**Note: Tenderers who fail to submit acceptable evidence for specific goals applicable, will be allocated Zero (0) preference points.**

- Specific goals claim form
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form +
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in **Section 9 clause 4.1** of the specific goals Claim Form.

6.4 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	60.00

Evaluation Criteria	Final Weighted Scores
Price	80/90
<ul style="list-style-type: none"> <li>B-BBEE Status Level of the Contributor 1 or 2 (05/02)</li> <li>30%Black Women Owned Entities (05/02)</li> <li>EME or QSE 51% Black Owned Entities (10/06)</li> <li>Non-Compliant and/or B-BBEE level 3-8 Contributors (0/0)</li> </ul>	20/10
<b>TOTAL SCORE:</b>	<b>100</b>

6.5 **STEP FIVE: Post Tender Negotiations (PTN) (if applicable)**

6.5.1 Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage

in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

6.5.2 In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

6.5.3 Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

## 6.6 **STEP SIX: Objective Criteria**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- 6.6.1 Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- 6.6.2 There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (Annexure H).
- 6.6.3 The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
- 6.6.4 Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.
- 6.6.5 It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- 6.6.6 The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (Annexure H),

- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.
- 6.6.7 in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it 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.
- 6.6.8 has no legal capacity to enter into the contract.
- 6.6.9 is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- 6.6.10 does not comply with the legal requirements, if any, stated in the tender data; and
- 6.6.11 is not able to perform the contract free of conflicts of interest.

## 6.7 **STEP SEVEN: Award of business and conclusion of contract**

- 6.7.1 Bidders will be ranked from the highest scoring Tender offer to the lowest scoring tender offer using the preference point system.
- 6.7.2 The award of business will be to either one (1) or multiple bidders informed by the preference point system evaluation outcome.
- 6.7.3 The award options are as follows:
- **OPTION 1 FOR AWARDING:** the award of business to one (1) bidder who will provide the service to all projects, and
  - **OPTION 2 FOR AWARDING:** the award of business to multiple bidders to provide the service to one project, further detailed as follows:
    - ✓ One (1) bidder for each project listed, or
    - ✓ One (1) bidder for projects listed.
- 6.7.4 Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).

6.7.5 A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**SECTION 4: PRICING AND DELIVERY SCHEDULE**

- **Refer Annexure B – Scope of Services including Pricing Schedule**

<b>TOTAL VALUE FORWARD ANNEXURE B</b>	<b>CONTRACT BROUGHT FROM</b>	R _____
<b>TOTAL VALUE IN WORDS</b>	<b>TENDERED</b>	_____ _____ _____

**Please Note:**

1. This **Annexure B (Scope of Services including Pricing Schedule)** needs to be **completed in full** and submitted with the RFP Proposal.
2. **Transnet reserves the right to split the award** of the contract between more than one Service provider, should it at Transnet’s discretion be more advantageous in terms of, amongst others, cost, or developmental considerations.
  - 2.1 The award of business will be to either one (1) or multiple bidders informed by the preference point system evaluation outcome.
  - 2.2 The award options are as follows:
    - **OPTION 1 FOR AWARDING:** the award of business to one (1) bidder who will provide the service to all projects, and
    - **OPTION 2 FOR AWARDING:** the award of business to multiple bidders to provide the service to one project, further detailed as follows:
      - ✓ One (1) bidder for each project listed, or
      - ✓ One (1) bidder for all projects listed.

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

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

**Notes to Pricing:**

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

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. **Deviation from this pricing schedule will result in a bid being declared non-responsive.**
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to Port of Port Elizabeth.
- h) Please note that should you have offered a discounted price(s), TNPA will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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## 1. DISCLOSURE OF CONTRACT INFORMATION

### 1.1 PRICES TENDERED

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

### 1.2 JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

### 1.3 DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

<b>Is the Respondent</b> <i>(Complete with a "Yes" or "No")</i>						
<b>A</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
<b>No</b>	<b>Name of Entity / Business</b>	<b>Role in the Entity / Business</b> (Nature of interest/ Participation)	<b>Shareholding %</b>	<b>Registration Number</b>	<b>Status</b> (Mark the applicable option with an X)	
					<b>Active</b>	<b>Non-Active</b>
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.

**2. "AS AND WHEN REQUIRED" CONTRACTS**

- 2.1 Purchase orders will be placed to the Service provider(s) from time to time as and when Goods/Services are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Service Provider(s).
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Service Provider(s) being held liable for all expenses so incurred, e.g. handling and transport charges.

2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]

2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

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**3. SERVICE LEVELS**

3.1 An experienced account representative(s) is required to work with TNPA’s representative/s. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

3.2 TNPA will have quarterly reviews with the Service provider’s account representative on an on-going basis.

3.3 TNPA reserves the right to request that any member of the Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery
- c) If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

3.5 The Service provider must provide a telephone number for customer service calls.

3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

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

**4. RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

**4.1 Quality and specification of Goods/Services delivered:**

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

**4.2 Continuity of supply:**

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

**4.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_  
*[name of entity, company, close corporation or partnership]* of *[full address]*

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_  
 being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet’s:

- (i) Master Agreement (which may be subject to amendment at TNPA’s discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp

I/We accept that unless TNPA should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with TNPA's acceptance thereof shall constitute a binding contract between TNPA and me/us.

Should TNPA decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with TNPA's Letter of Award, shall constitute a binding contract between TNPA and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Services within 2[two] weeks thereafter, TNPA may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow TNPA to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide TNPA with cause for cancellation.

### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

---

Facsimile:

---

Address:

---

---

**NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. TNPA will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and TNPA has a duty to provide those reasons on receipt of the request from the bidder.

**VALIDITY PERIOD**

TNPA requires a validity period of **180 Business Days** [from closing date] against this RFP, excluding the first day and including the last day.

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

---

(ii) Registered name of company / C.C.

---

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

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**RETURNABLE DOCUMENTS**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 4: PRICING AND DELIVERY SCHEDULE (Pricing Schedule (Annexure B))	
SECTION 11: Attendance at Compulsory Briefing Session (refer Section 2 of this RFP)	
Proof of good standing with SACPCMP within the category of PrCHSA	

**b) Returnable Documents Used for Scoring**

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

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
<p>Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines indicating:</p> <ul style="list-style-type: none"> <li>• B-BBEE Status Level</li> <li>• % Black Women Owned</li> <li>• EME or QSE 51% Black Owned Entities</li> </ul>	
<p><u>Company Completed Projects:</u> Company to submit project completion certificates. The completion certificates must at least outline the minimum elements as below: (1) project value, (2) project duration, (3) Name of client , responsible person(s) and contactable number(s).</p> <p>Minimum requirements: 3 x completion certificates</p>	
<p><u>Experience of Health and Safety Agent (Pr. CHSA):</u> A company should have an experienced Health and Safety Agent (Pr. CHSA) in managing Construction projects during all phases of the project. The minimum number of post registration experience required is between 36 months and 47 months</p>	
<p><u>Construction Work Permit:</u> Health and Safety Agent (Pr.CHSA) must demonstrate experience in acquiring Construction Work Permits previously acquired. Minimum of 3 Construction Work Permits is required.</p>	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 1: SBD 1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate of Acquaintance with RFP, Master Agreement & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: Specific Goal Points Claim Form	
SECTION 10: Protection of Personal Information	
SECTION 11: Certificate of Attendance for Compulsory Site Briefing	
SECTION 12: Contractor Management SHE Documentation	
SECTION 13: Section 37 (2) of the Occupational Health and Safety Act	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENT**

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

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

**SIGNATURE OF WITNESSES**

**ADDRESS OF WITNESSES**

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

**SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:**

\_\_\_\_\_  
NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

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

1	Transnet's General Bid Conditions – <b>Annexure D</b>
2	Master Agreement – <b>Annexure E</b>
3	Transnet's Supplier Integrity Pact – <b>Annexure G</b>
4	Non-disclosure Agreement – <b>Annexure F</b>
5	Scope of Services including Bill of Quantities attached to this RFP – <b>Annexure B</b>

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by TNPA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. **A material deviation from any term or condition may result in disqualification.**

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

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

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

**SIGNATURE OF WITNESSES**

**ADDRESS OF WITNESSES**

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

**SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:**

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**  
**(INCLUDING SBD 4 – BIDDERS DECLARATION)**

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

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

board member of Transnet in the past 10 years that they were/were not involved in the bid preparation or had access to the information related to this RFP; and

- 8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

---

ADDRESS:

---

---

Indicate nature of relationship with Transnet:

---

---

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

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

**BIDDER’S DISCLOSURE (SBD4)**

**12 PURPOSE OF THE FORM**

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

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

**13 Bidder’s declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

13.2.1. If so, furnish particulars:

.....  
.....

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

13.3.1. If so, furnish particulars:

.....  
.....

**14 DECLARATION**

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

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to

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

win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

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

**BREACH OF LAW**

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

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



**SECTION 9: SPECIFIC GOALS POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

**1. GENERAL CONDITIONS**

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable 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 Transnet preferential procurement policy.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<ul style="list-style-type: none"> <li>• B-BBEE Status Level of the Contributor 1 or 2 (05/02)</li> <li>• 30%Black Women Owned Entities (05/02)</li> <li>• EME or QSE 51% Black Owned Entities (10/06)</li> <li>• Non-Compliant and/or B-BBEE level 3-8 Contributors (0/0)</li> </ul>	<b>20/10</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals

together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
- j) 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.
- (k) **"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);
- (l) **"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.
- (m) **"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 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

<b>Selected Specific Goal</b>	<b>Number of points allocated (20)</b>	<b>Number of points allocated (10)</b>
B-BBEE Status Level of the Contributor 1 or 2	05	02
30%Black Women Owned Entities	05	02
EME or QSE 51% Black Owned Entities	10	06
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per

	DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI 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:

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	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 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by Transnet or 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: . = 05/02 (maximum of 20/10 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped	<input type="checkbox"/>	<input type="checkbox"/>

areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**8.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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 favorable 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p>
---

**SECTION 10: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):
  - consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. TNPA will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
  - Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “TNPA” and the Data subject is the “Respondent”. TNPA will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. TNPA reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning TNPA.
5. In responding to this bid, TNPA acknowledges that it will obtain and have access to personal information of the Respondent. TNPA agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. TNPA 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, TNPA 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, TNPA requires the Respondent to process any personal information disclosed by TNPA in the bidding process in the same manner.
8. TNPA 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 RFP (physically, through a computer or any other form of electronic communication).
9. TNPA shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request TNPA to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that TNPA 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 TNPA'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 RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

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

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying TNPA against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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

**SECTION 11: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING**

**NB: Information reflected on this form to match information on Compulsory RFP Briefing Register (refer section 2 of this RFP document)**

It is hereby certified that:

1. \_\_\_\_\_ (Name and Surname)

2. \_\_\_\_\_ (Name and Surname)

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

attended the **Compulsory** RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on **05 June 2025 @ 10H00 via Microsoft Teams**

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**NOTE:**

- It is the bidders responsibility to ensure they get this form signed by the relevant TNPA Representative.
- Forms to be completed in full and should match details complete on RFP Briefing Register.
- ***Incomplete forms will not be considered.***

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**SECTION 12: CONTRACTOR MANAGEMENT SHE DOCUMENTATION**  
**(TO BE SUBMITTED ON AWARD – IF APPLICABLE)**

Date of inspection/ Evaluation:

Client	
Employer (Principal contractor)	
Registered name of the enterprise	
Trade name of the Enterprise	
Company Registration No	
SARS registration No(PAYE)	
UIF registration No	
COIDA registration no	
Relevant SETA for EEA purpose	
Industry sector	
Bargaining Council	
Contact person & position	
Contact number	
Site Address	
Postal Address	
Chief Executive Officer	
Chief Executive officer's email and contact number	
Construction Manager	
Health and Safety Representative	
Activities/ Service rendered	
Commencement date	
Completion date	
Site Phone	
Total number of employees on site:	
Female	
Male	
People with disabilities	

Respondent's Signature

Date &amp; Company Stamp

CONTRACTOR	Comply	Not Complying (i.e. Comments)	Not Applicable
<b>1.</b> Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
<b>2.</b> Contractor scope of work information (Company Profile)			
<b>3.</b> Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour (if applicable) <b>4.</b> Application for a permit to do construction work (if applicable)			
<b>5.</b> Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
<b>MANAGEMENT PLANS</b>			
<b>6.</b> Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers			
<b>7.</b> Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)			
<b>8.</b> Contractors Health and Safety Policy			
<b>9.</b> Site Specific Emergency Plan			
<b>10.</b> Contractors Traffic Management Plan (if applicable)			
<b>11.</b> Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet (if applicable).			
<b>APPOINTMENTS</b>			
<b>12.</b> Fully completed appointments of the following (depends on the scope of work) but not limited to:			
<ul style="list-style-type: none"> <li>• 16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each</li> </ul>			

	specific task to be performed on the contract			
	• CR 8(1) – Construction Manager			
	• CR 8(7) – Construction Supervisor			
	• CR 8(8) – Assistant Construction Supervisor			
	• CR 8(5) – Construction Safety Officer			
	• CR 9(1) – Risk assessment			
	• CR 10. (1)(a) – Fall Prevention Planner ( <i>if applicable</i> )			
	• CR 10.(2)(b) (fall risk) Physical & Psychological fitness			
	• CR 23.(d)(k) – Vehicle operator and Inspector			
	• GSR 3.4 – First aider			
	• CR 29 (h) – Fire Fighter			
	• Sec 24, GAR 9(2) – Incident Investigator			
	• CR 13(1)(a) – Excavation Supervisor			
	• CR 28(a) – Stacking and Storage Supervisor			
	• CR 12(1) – Temporary works designer			
	• CR 14(1) – Demolition work supervisor			
	• CR 16(1) – Scaffolding work supervisor			
	• CR 17 (1) – Suspended platform work supervisor			
	• CR 18(1)(a) – Rope access supervisor			
	• CR 19(8)(a) – Material host Inspector			
	• CR 20(1) – Bulk mixing plant supervisor			
	• CR 21(2) – Explosive actuated fastening devices inspector			
	• Sec 17(1) – SHE Rep (more than 20 employees)			
	• GSR 13(a) – Ladder Inspector An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications			
<b>13.</b>	Elevated work training (Rescue/ Safety harnesses) – accredited Training ( <i>If applicable</i> )			
<b>14.</b>	Fall Protection Plan by competent person / Rescue Plan ( <i>If applicable</i> )			

<p><b>15.</b> Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.</p>			
<p><b>16.</b> Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear &amp; grub...so only request what is relevant at the time.</p>			
<p><b>17.</b> PPE Policy and most recent issue register.</p>			
<b>INDUCTION</b>			
<p><b>18.</b> Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:</p>			
<ul style="list-style-type: none"> <li>• Employee Dossier with applicable documentation;</li> </ul>			
<ul style="list-style-type: none"> <li>• Proof of site specific induction;</li> </ul>			
<ul style="list-style-type: none"> <li>• Copy of ID Document;</li> </ul>			
<ul style="list-style-type: none"> <li>• Legal Letter of Appointment;</li> </ul>			
<ul style="list-style-type: none"> <li>• Proof of competence i.e.: Artisans, drivers, operators etc.;</li> </ul>			
<ul style="list-style-type: none"> <li>• Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)</li> </ul>			
<b>REGISTERS</b>			
<p><b>19.</b> Copy of equipment registers to be used with copy of each item’s inspection checklist. The registers are not limited to the following, depends on the scope of work:</p>			
<ul style="list-style-type: none"> <li>• Site visitors register</li> </ul>			
<ul style="list-style-type: none"> <li>• Excavation Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Hand tools Inspection register</li> </ul>			
<ul style="list-style-type: none"> <li>• Barricading Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Traffic Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Mobile Toilet Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Daily Risk Assessment and Toolbox Talk</li> </ul>			
<ul style="list-style-type: none"> <li>• PPE Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• First Aid kit Inspection Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Fire Fighting Equipment Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Portable electrical Equipment Register</li> </ul>			
<ul style="list-style-type: none"> <li>• Pneumatic Tool Register</li> </ul>			

	• Compressor Checklist			
	• Ladder Inspection Register			
	• Vehicle Inspection Register			
	• Working at Height Equipment Register			
<b>INCIDENT/ACCIDENT MANAGEMENT</b>				
<b>20.</b>	Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents			
<b>21.</b>	Register of first aid injuries			
<b>22.</b>	Register of reportable injuries to the Provincial Director			
<b>OTHERS</b>				
<b>23.</b>	Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:			
	• CR 5.1(k) Principal Contractor appointment			
	• CR 7(1)©(v) Sub Contractor appointment			
<b>24.</b>	Training Matrix (Management, Supervisors and Employees)			
<b>25.</b>	Copy of the OHS act and its Regulations , COID Act Regulations			
<b>CONTRACTOR'S COMPLIANCE FILE REVIEW</b>				
Date	Print Full Name	Designation	Signature	
<b>Status</b>				
Approved				
Not Approved				
<b>Reasons for not approving</b>				

**SECTION 13: SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT**

**WRITTEN AGREEMENT ON  
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provision of Section 37(2)  
of the Occupational Health and Safety Act 85 of 1993**

**AS ENTERED INTO BY AND BETWEEN**

**TRANSNET NATIONAL PORTS AUTHORITY  
A DIVISION OF  
TRANSNET SOC LIMITED  
REGISTRATION NUMBER 1990/000900/30**

\_\_\_\_\_  
**(hereinafter referred to as "the Employer")**

**AND**

\_\_\_\_\_  
**(hereinafter referred to as "the Mandatory")**

**Compensation Fund Number: \_\_\_\_\_**

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- 23. CLARIFICATION**
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## **25. HEADINGS**

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Respondent's Signature

---

Date & Company Stamp

**1. REPORTING**

- 1.1 The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

**2. WARRANTY OF COMPLIANCE**

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 2.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or his nominated Chief Executive Officer.

**3. APPOINTMENTS AND TRAINING**

- 3.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 3.2 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 3.3 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

**4. SUPERVISION, DISCIPLINE AND REPORTING**

- 4.1 The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 4.2 The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

**5. ACCESS TO THE OHS ACT**

- 5.1 The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

**6. COOPERATION**

- 6.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 6.2 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

**7. WORK PROCEDURES**

- 7.1 The Mandatory shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 7.2 The Mandatory shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 7.3 The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

**8. HEALTH AND SAFETY MEETINGS**

- 8.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings.

**9. COMPENSATION REGISTRATION**

- 9.1 The Mandatory shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover remain in force while any such employee is present on the premises.

**10. MEDICAL EXAMINATIONS**

10.1 The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

**11. INCIDENT REPORTING AND INVESTIGATION**

11.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

11.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

**12. SUBCONTRACTORS**

12.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

12.1.1 The Mandatory shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

12.1.2 The Mandatory shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.

12.1.3 The Mandatory shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to this attention.

12.1.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

**13. SECURITY AND ACCESS**

13.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

13.2 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with their work.

13.3 The Mandatory shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do

this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

#### **14. FIRE PRECAUTIONS AND FACILITIES**

- 14.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 14.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which included fire-alarm signals and emergency exits, and that such precautions are adhered to.

#### **15. ABLUTION FACILITIES**

- 15.1 The Mandatory shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

#### **16. HYGIENE AND CLEANLINESS**

- 16.1 The Mandatory shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

#### **17. NO NUISANCE**

- 17.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 17.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

#### **18. INTOXICATION NOT ALLOWED**

- 18.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

#### **19. PERSONAL PROTECTIVE EQUIPMENT**

- 19.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

**20. PLANT, MACHINERY AND EQUIPMENT**

- 20.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

**21. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

- 21.1 The Mandatory hereby acknowledge that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

**22. TRANSPORT**

- 22.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 22.2 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

**23. CLARIFICATION**

- 23.1 In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Manager of the Employer.

**24. DURATION OF AGREEMENT**

- 24.1 This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Employer's premises.

**25. HEADINGS**

25.1 The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

**Thus done and signed at \_\_\_\_\_ on the \_\_\_\_\_ day \_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_  
**For and on behalf of the Employer (TNPA)**

\_\_\_\_\_  
**For and on behalf of the Mandatory (Supplier/Service Provider)**

**Witnesses:**

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

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