

Annexures

TRANSNET NATIONAL PORTS AUTHORITY**TENDER NUMBER:** TNPA/2022/06/0467/4857/RFP**DESCRIPTION:** PROVISION OF A SERVICE FOR THE REMOVAL OF GALLEY WASTE WITHIN THE PORT OF CAPE TOWN FOR A PERIOD OF THREE (3) YEARS

Annexure A**BACKGROUND AND SCOPE OF REQUIREMENTS****1 BACKGROUND**

TNPA as a division of Transnet is the business unit responsible for the management of galley waste at all Ports in South Africa. TNPA must ensure compliance with all relevant International and National legislation/standards governing the management of galley waste, TNPA Port of Cape Town must therefore, provide the necessary resources and facilitate the loading, collection, transportation and disposal of galley waste from the Port of Cape Town to an approved H:H landfill site.

Galley waste is kitchen (Food) waste that is generated on-board vessels/ships. Galley waste may contain infectious waste therefore it must be treated as extremely hazardous and must be disposed of in an H:H landfill site. According to the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

TNPA will follow an open tender process to source a service provider to provide a galley waste management solution for the Port of Cape Town.

The selected service provider will share in the mission and business objectives of TNPA. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. Further, TNPA and its service provider will study the current ways they do business to enhance current practices and support processes and systems as this will allow TNPA to reach higher levels of quality, service and profitability.

TNPA Specifically seeks to benefit in the following ways:

- Best value for money in respect of waste disposal management;
- TNPA must receive reduced cost of acquisition and improved service benefits resulting from the combination of secure supply, economies of scale and streamlined service processes;
- TNPA must receive proactive improvements from the Service provider with respect to supply services and related processes as well as any industry developments;
- TNPA's overall image must be strengthened by the chosen Service provider's service delivery systems; and
- TNPA must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- TNPA compliance to all statutes, standards and protocols governing galley waste.

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2. TNPA SCOPE OF REQUIREMENTS

TNPA intends to outsource the provision of waste management services of vessel galley waste at the Port of Cape Town. The supply of the aforementioned waste management services is required at the Port of Cape Town for a period of three (3) years.

TNPA aims to appoint a Service Provider who has experience in the provision of GALLEY WASTE MANAGEMENT SERVICES and who can demonstrate through their returnable documents that they are capable of providing an efficient, cost effective service and legally compliant galley waste management service.

2.1 COLLECTION POINTS

Collecting points are determined as follows (See figure 1 and Figure 1):-

Berths are:

- 208 and 209;
- 301 to 306;
- 606 to 609;
- 701 to 705;
- 706 to 708;
- 801 and 804;
- Repair Berth;
- Dredger berth;
- International Craft Berth.

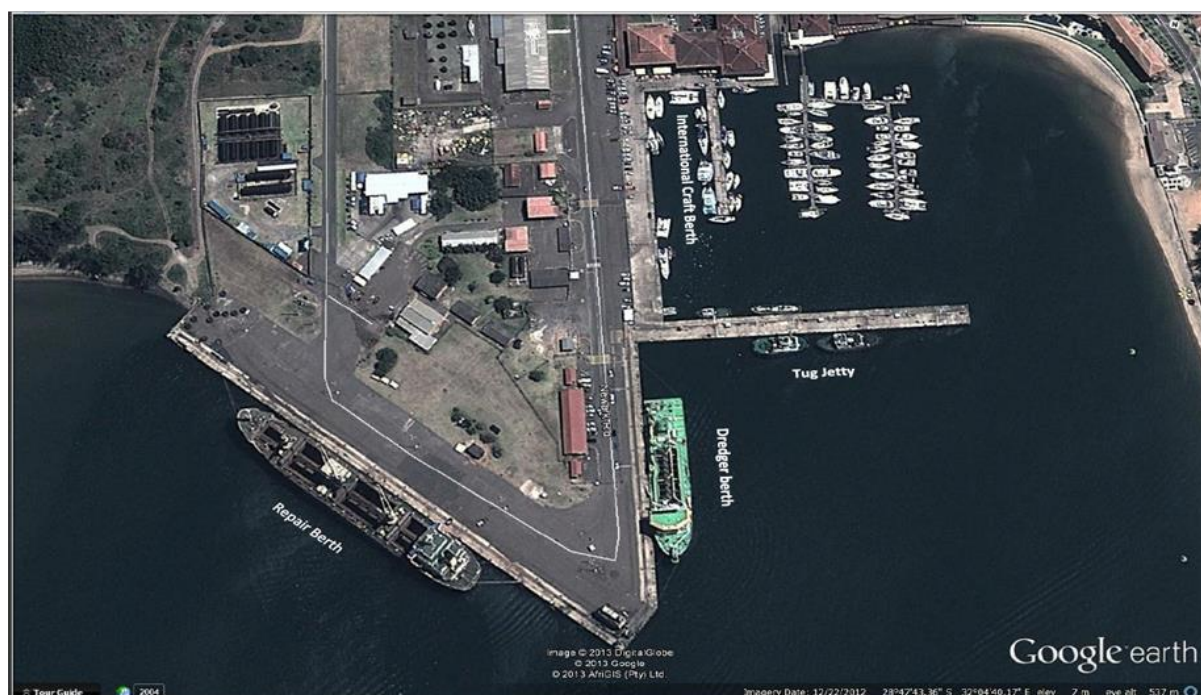
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Figure 1: Map showing the location of Berths; 208 to 209, 301 to 306, 606 to 609, 701 to 705, 706 to 708, 804 and 801 in the Port of Cape Town.



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Figure 2: Map showing the location of Berths; Repair berth, Dredger berth, and International Craft Berth in the Port of Cape Town

3. OBLIGATIONS OF TNPA

3.1 TNPA undertakes to afford the Contractor such assistance as may be reasonably required by the Contractor in performing the Service, provided that under no circumstances shall such assistance be regarded as creating any obligations on the part of TNPA, nor relieving the Contractor of its obligation to comply with all the obligations imposed upon it in terms of this Agreement.

3.2 TNPA shall designate and appoint an authorized representative who shall be known as the TNPA Representative.

3.3 TNPA shall sign the release certificate of each Vehicle when it is ready to depart from the Port of Cape Town and will ensure that it indicates the time when the Vehicle is to be released, the date of release, the name of driver, the signature of the driver, the name of the TNPA Representative and the signature of the TNPA Representative.

3.4 The Environmental Manager/specialist, officer shall have the following duties in regard to the removal of the Galley Waste by the Contractor:

- I. monitor the removal of the Galley Waste so as to ensure that no Galley Waste is spilt during each loading operation and that there is no accumulation of Galley Waste which occurs during or after its removal;
- II. monitor the condition of each Vehicle so as to ensure that it is in a roadworthy condition;
- III. monitor the removal of the Galley Waste by pointing out;
 - a. the exact location of Galley Waste to be removed at any particular point in time. The specific diagram indicating the exact location of all the Galley Waste is to be provided by the Environmental Department.
- IV. List of areas for the permanent placement of skip for TNPA vessels in the Port;
- V. Description of the procedure (also the number of skips allowed for each) for Passenger Liners, Double banked vessels.
- VI. Provide technical and operational advice to the Contractor in connection with the day to day operations and execution of its duties;
- VII. Ensure that Vehicle permits are furnished by TNPA to the Contractor to enable its Vehicle(s) to enter into the Port of Cape Town ;
- VIII. furnish the Contractor with the rules of the Port, including the safety requirements as may be published from time to time by TNPA, which Rules and Safety requirements form an integral part of this Agreement;
- IX. furnish the Contractor with the Port Waste Management Plan;
- X. Through its Environmental Manager/Officer/Specialist, conduct random checks on the Galley Waste equipment to ensure compliance with Port of Cape Town Waste Management Procedure and SHE Policy requirements;

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- XI. Regularly visit and audit the registered Landfill Site/s for compliance in respect of the disposal of the Galley Waste;
- XII. Communicate to the Contractor the need to review the Terms of the Contract in line international best practice in the management of Galley Waste;
- XIII. Provide the Contractor with the Port of Cape Town South African Waste Information Centre (SAWIC) registration number.

4. OBLIGATIONS OF THE CONTRACTOR**4.1. The Contractor shall:**

- I. provide all Employees, or personnel, and supervision necessary for the proper, efficient, timeous, safe and compliant provision of the Service for TNPA. This Service will be performed in such a way that all Galley Waste will be removed from TNPA and disposed of in a registered H:H landfill site on a daily basis;
- II. provide and make available such Equipment and Vehicle(s) as may be necessary for the performance of the Service all of which shall be maintained by the Contractor in good working order and condition at all times;
- III. be responsible for the safe loading, removal and transportation, consolidation (if applicable) and disposal of the Galley Waste; in accordance with the prevailing legislation and in terms of this Agreement, while protecting TNPA, the environment and the public from unsound waste management practices;
- IV. ensure that all statutory laws and other legislation pertaining to the temporary storage, handling, removal, transportation and disposal of galley waste are complied with;
- V. provide a service in which the interest of public health, hygiene and anti-pollution be paramount and will ensure clean and tidy areas without any accumulation of waste and will prevent the spread of infectious and contagious diseases;
- VI. inspect the areas concerned and the nature and quantities of galley waste requiring removal, shall perform the service in such a manner that the areas concerned are left in a tidy and sanitary condition;
- VII. register on the South African Waste Information System (SAWIS) as required by the South African Waste Information Centre (SAWIC) and TNPA Port of Cape Town , who is already registered on the system, will provide the Contractor with the necessary registration number and/or additional information required in this regard;
- VIII. upload the galley waste quantities on SAWIS on a weekly basis and this will be monitored as per the SLA;
- IX. ensure that arrangements with TNPA security are made for access onto the site on a daily basis. The Contractor must inform TNPA security prior to the day of their need to access the site. All the Contractor vehicles accessing the site will be recorded at the security gate for monitoring purposes;
- X. co-operate with TNPA and comply with all instructions issued and restrictions imposed with respect to the works which affect the operation of TNPA;

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- XI. ensure that in the event of any emergency which may arise at any time during which they are attending to the provisions of services as contained in this agreement are properly attended to. The Contractor is to provide suitable 24 hour communication between the waste vehicle and the TNPA Environmental Department for emergency incidents. The Contractor is to provide details of the authorized persons responsible for the implementation and management of the contract and provide contact details of all staff involved, including those identified for emergency incident;
- XII. immediately notify the TNPA Environmental Department in the event of industrial action or any other unforeseen circumstances which may arise within the Port which results in the Contractor being prevented from gaining access into the Port, through no fault of their own, and which results in the Contractor being unable to attend to the waste services as set out in the contract. Contingency plans shall be introduced whereby it may be necessary to perform the service outside normal working hours;
- XIII. nominate representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the TNPA Environmental Department with the names, addresses and telephone numbers of such representative;
- XIV. not restrict the free use of any road, right-of-way or path on TNPA property unless he has obtained the approval of the authority/owner concerned and shall be liable for any damage caused by the Contractor and/or employees to any road, path or street within TNPA;
- XV. ensure that no permanent works or structures of any nature are erected on TNPA property;
- XVI. dispose of all waste in the galley waste receptacles in the manner stipulated for galley waste, although TNPA accepts that the entire content of waste placed in the waste receptacles will not always consist entirely of galley waste;
- XVII. ensure that all galley waste and run off, is taken, on a daily basis, directly to and disposed of at the registered high hazardous landfill site, placed in trenches, treated with lime and covered up in accordance with the requirements of the relevant government department, and any new laws which may be promulgated;
- XVIII. provide a safe disposal certificate and waste manifest documents for all waste removed to TNPA Environmental Department;
- XIX. use international best practice procedures in the management of galley waste, which may need to be reviewed and updated from time to time and which may result in the need to review the Terms of the Contract;

5. LOADING, REMOVAL AND TRANSPORTATION OF GALLEY WASTE

- 5.1. The vessel must inform TNPA of its galley waste management requirements prior to its arrival in the Port. The TNPA Environmental Department will inform the Contractor of the vessel's requirements. The vessel will dispose of the waste into the skips.
- 5.2. The Contractor undertakes to comply with the following conditions which apply to the loading, removal, transportation and disposal of the Galley Waste. The Contractor shall:

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- 5.2.1. ensure that the waste receptacles are provided timeously but within a maximum period of four (4) hours after having been notified. A 2m³ steel skip, painted orange and marked "Galley Waste" must be provided per ship, per day. The skip will only be placed, if requested by the vessels agent and if deemed necessary by the Port of Cape Town 's Environmental Department;
- 5.2.2. ensure that the size of the waste receptacles are sufficient to meet the vessel requirements
- 5.2.3. remove and dispose of the waste in accordance with the waste management plan, as provided to them by the Port of Cape Town.
- 5.2.4. Deliver or email to TNPA a daily schedule of the ships serviced in the Port of Cape Town including tonnage disposed of every Friday;
- 5.2.5. remove all Galley Waste, including, but not be limited to, the Galley Waste from designated Sites within TNPA, as agreed upon with the Environmental Manager/Officer/Specialist;
- 5.2.6. on an ongoing basis load, transport and/or remove Galley Waste generated by vessels from the Port of Cape Town or designated Collection and Loading Points and transport such Galley Waste to the registered Landfill Site as required by TNPA;
- 5.2.7. ensure that the Galley Waste is loaded onto the Vehicle(s) provided and operated by the Contractor;
- 5.2.8. ensure that during the loading, removal, consolidation (if applicable) and transportation of the Galley Waste no spills and/or dust is generated;
- 5.2.9. ensure that each load of Galley Waste on each Vehicle is covered using a tarpaulin prior to the transportation thereof from the actual point of loading;
- 5.2.10. after loading of the Galley Waste on each Vehicle, a Vehicle dispatch certificate must be issued by the Contractor's Employee and duly signed by a TNPA Representative prior to the departure of the Vehicle from the Port of Cape Town ;
- 5.2.11. ensure that all Galley Waste removed by the Contractor is fully traceable from the time of Galley Waste generation to the disposal area of a registered Landfill Site;
- 5.2.12. co-operate and comply with the Environmental Officer/Specialist of TNPA, who having identified himself, may stop the work if, in his opinion, the safety of TNPA assets or any person is affected.
- 5.2.13. appoint a Supervisor who shall manage the performance of the Service at the Port of Cape Town.
- 5.3. The Supervisor shall have the following duties in regard to the performance of the Service including but not limited to:

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5.3.1. The Supervisor shall:

- (a) monitor the Equipment and Vehicle/s and will remove the Equipment when they are at least 75% full;
- (b) monitor the removal of the Galley Waste so as to ensure that no Galley Waste is spilt during each loading operation or during transportation
- (c) ensure that all Equipment and Vehicle(s) are covered with a tarpaulin when containing or carrying the Galley Waste during transportation;
- (d) perform daily inspections to ensure that the Equipment is correctly placed and that the Equipment is not wet, they are in the required condition and that it is in compliance with the Port of Cape Town 's Galley Waste Management Procedure attached;
- (e) monitor the removal of the Galley Waste;
- (f) ensure that TNPA vehicle permits are obtained from TNPA to enable its Vehicle/s to enter the Port of Cape Town;
- (g) ensure that no Vehicle is overloaded prior to such Vehicle performing any movement;
- (h) ensure that all requisite and appropriate decals or permits are displayed on the Vehicle;
- (i) accept responsibility for the safe transportation of the Galley Waste from each Collection and Loading Point to each point of final disposal, including without limitation, instances where spillage of any nature may occur from any Vehicles;
- (j) ensure that the release of each Vehicle is signed by a TNPA Representative when it is ready to depart from the Port of Cape Town , and ensure that the release certificate contains and indicate the time which the Vehicle is to be released, the date of release, the name of driver, the signature of the driver, the name of TNPA Representative and the signature of TNPA Representative.
- (k) obey all reasonable instructions of the TNPA Representative in the performance of the Service.

6. EQUIPMENT AND VEHICLE/S

- 6.1. The Contractor undertakes irrevocably in favour of TNPA that it will at no stage during the performance of the Service, use Equipment or Vehicle/s which is not to its knowledge and belief in safe, good and proper working order.
- 6.2. The choice of the Equipment or Vehicle(s) shall rest with the Contractor without limitation, however, the Contractor undertakes at all times to:

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- 6.2.1. supply all necessary Equipment in which the Galley Waste will be placed for the duration of this Agreement and ensure that all the Equipment are colour coded according to TNPA's waste management plan requirements and duly labelled with signage as required by legislation;
- 6.2.2. supply all necessary Equipment, Vehicle(s), signage, transport, competent Employees, adequate supervision, and each and every item of expense necessary for the timeous and safe performance of the Service;
- 6.2.3. ensure that all vehicles and skips are covered with a lid and leak proof at all times which may include loading and transportation in accordance with all applicable legislation governing the transportation and to the satisfaction of TNPA;
- 6.2.4. ensure that all skips are lined with a plastic bin liner not less than 120 microns and secured to the top of the bin with an elastic band or similar and shall be replaced daily;
- 6.2.5. the skip must be emptied daily (twice a day between 09h00- 10h00 in the morning and between 14h00-15h00 in the afternoon), the skips must be removed within four (04) hours when they are full;
- 6.2.6. the vehicle and skips must be cleaned daily offsite and the contaminated run-off must be treated and / or disposed of correctly;
- 6.2.7. provide comprehensively insured, roadworthy and duly licensed Vehicle(s) to perform the Service, with all the requisite road transport permits;
- 6.2.8. provide TNPA with a list of its entire fleet of Vehicle(s), Equipment and Employees including but not limited to the names of the drivers that will be utilised for the performance of the Service;
- 6.2.9. ensure that all maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance"), of the Equipment and the Vehicle(s) including all adjustments necessary to keep the Equipment in an operational condition and the Vehicle(s) in a roadworthy condition shall be provided by the Contractor at its own cost. All maintenance records provided for in terms of this Agreement shall be made available to TNPA by the Contractor whenever such request is made by TNPA;
- 6.2.10. ensure that if any Equipment or Vehicle(s) provided by the Contractor breaks down, and/or is involved in an accident, it is replaced immediately to continue with the performance of the Service;
- 6.2.11. have sufficient and properly maintained (at its own cost) Equipment and Vehicle(s) which are available timeously to perform the Service and such Equipment and Vehicle(s) shall remain the sole property of the Contractor and the Contractor shall not without the prior written consent of TNPA permit any of the Equipment or Vehicle(s) to be removed from the performance of the Service at the Port of Cape Town pursuant to this Agreement other than for the purpose of servicing, maintaining or repairing them;

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- 6.2.12. ensure that the Equipment and Vehicle(s) are utilised by the Contractor to perform the Service in terms of this Agreement. Should such Equipment and Vehicle(s) not be utilised to their full capacity by the Contractor, during the term of this Agreement, then the Contractor with prior written consent from TNPA, shall make such Equipment and Vehicle(s) and its Employees (drivers) available to TNPA, free of any further charges or rates, for alternative use at the Port of Cape Town. In the event, that the capacity of such Equipment and Vehicle(s) are to be exceeded, then the Contractor shall inform TNPA in writing and obtain TNPA's written consent prior to rendering of any service;
- 6.2.13. keep all its Equipment and Vehicle(s) marked in such a way as to be readily identified as being the property of the Contractor;
- 6.2.14. properly document all Equipment removed from, or re-installed in compliance with the TNPA's Access Control and Asset Control Procedures which is available on request;
- 6.2.15. ensure that all Equipment which is redundant, requires servicing, maintenance or repairs and which need to be removed from the Port of Cape Town are surrendered or declared to the TNPA security personnel or are disposed of in accordance with the instructions of the TNPA security personnel;
- 6.2.16. ensure the driver of each of the Vehicle(s) performing the Service is:
 - 6.2.16.1. in possession of suitable protective equipment during loading, removal and transportation, consolidation (if applicable) and disposal of the Galley Waste;
 - 6.2.16.2. in possession of a valid driver's licence and applicable permits at all times;
 - 6.2.16.3. ensure that the vehicle is adequately equipped with spill kits, first aid kits and/or any other emergency equipment necessary.

7. TRAINING

- 7.1. The Contractor undertakes to ensure that:
 - 7.1.1. there are sufficient and available Employees or resources together with supervision who shall have the requisite skill and experience to perform the Service;
 - 7.1.2. each Employee engaged by the Contractor in performing the Service in connection with this Agreement is competent and properly qualified as required by law and to the extent reasonably required by TNPA to execute his respective tasks, is properly trained and adequately supervised;
 - 7.1.3. employees are trained and undergo continuous refresher-training as may be required by applicable legislation and / or every six (6) months or at such particular periods as may be agreed upon from time to time between the parties for the duration of this Agreement for

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the due performance of this Agreement and the costs thereof will be borne by the Contractor;

- 7.1.4. the training plan and / or necessary proof of training or re-training is submitted to TNPA for inspection by it upon request at all reasonable times;
- 7.1.5. prior to any of the Contractor's Employees commencing with his or her duties in terms of this Agreement at the Port, he or she must attend the TNPA SHE Awareness Training which will be provided by TNPA;
- 7.1.6. the Employees employed as drivers to perform the Service are trained by the Contractor and are familiar with the Port, the requisite landfill site, Equipment position, weighbridge system and all applicable policies and procedures of TNPA relating thereto; and
- 7.1.7. should any Employee of the Contractor be found unsuitable for the performance of the Service by TNPA for any reason whatsoever, in its sole and unfettered discretion, then such Employee will be replaced forthwith by the Contractor.

8. INTERIM STORAGE OF GALLEY WASTE

- 8.1. In the event of there being a critical need for interim storage of the Waste after it leaves the Port but before being disposed at the registered Landfill Site, then the Contractor shall:
 - 8.1. obtain prior written approval from the SHE Manager;
 - 8.2. transport such Galley Waste to its registered Consolidation facility that has been approved and permitted by DEA and/or DWS;
 - 8.3. ensure that such Galley Waste does not remain overnight in a Consolidation Facility and that it is disposed of on the same day at the registered Landfill Site; and
 - 8.4. be responsible for all and any costs incurred in relation to the Galley Waste being transported to and from Consolidation Facility and thereafter to the registered Landfill Site.

9. DISPOSAL OF GALLEY WASTE

- 9.1. The Contractor shall ensure:
 - 9.1.1. that the disposal of the Galley Waste at the registered Landfill Site complies with all DWS, DEA, and any other national, provincial and local legislation and/or other applicable legislation;
 - 9.1.2. that the disposal of the Galley Waste at the registered Landfill Site is always supervised by and be subject to the direction and approval of the duly authorised person, landfill manager or employee in charge of the registered Landfill Site;

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- 9.1.3. that all Galley Waste is disposed of at a registered H:H landfill site;
- 9.1.4. that it obtains a duly signed manifest for each load of Galley Waste disposed of at the registered H:H landfill site and submits each duly signed manifest to TNPA.
- 9.1.5. that all costs incurred from the Collection and Loading Point until the Galley Waste is disposed of at a registered H:H landfill site is for its own account. The Contractor acknowledges that it shall be liable for such costs and indemnifies TNPA in respect of such costs;
- 9.1.6. The Contractor shall furnish to SHE Manager/ Environmental Manager, prior to the commencement and performance of the Service, the following:
 - 9.1.6.1. all relevant Galley Waste transportation, handling, consolidation permits and certificates as required by the DWS, DEA, Provincial and/or National regulatory authorities;
 - 9.1.6.2. proof of Landfill Site registration with DWS or DEA and also provide evidence to indicate that the Landfill Site is authorised to dispose of the types of Galley Waste and loading rates of the Landfill Site(s); and
 - 9.1.6.3. the permit(s) and/or license required to dispose of Galley Waste in the registered Landfill Site.
- 9.1.7. **The Contractor undertakes to:**
 - 9.1.7.1. obtain the written approval from the Environmental Manager/Officer/Specialist prior to introducing improvements to TNPA's current waste management practices in terms of the Port of Cape Town 's Integrated Waste Management System;
 - 9.1.7.2. obtain the written approval from the Environmental Manager/Officer/Specialist prior to the Contractor performing any supply or service beyond the scope of this Agreement and if it is agreed in writing that the Contractor may supply goods or render services outside of the scope of this Agreement, then the provisions of this Agreement shall apply mutatis mutandis thereto;
 - 9.1.7.3. accept from TNPA the quantity of Galley Waste to be handled from time to time as determined by TNPA in its sole and unfettered discretion pursuant to this Agreement;
 - 9.1.7.4. attend to, and react within four (4) hours of notification by TNPA, to remove Galley Waste from the Port of Cape Town;
 - 9.1.7.5. remedy and rectify all non-conformances within a period of forty eight (48) hours of it having occurred or having been notified by the SHE Manager;
 - 9.1.7.6. not supply any information of any nature relating to the performance of the Service or the Galley Waste, the loading, handling, transportation, consolidation and disposal of the Galley

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Waste, the contents or composition of the Galley Waste nor any chemical analysis or components thereof to any unauthorised third party whatsoever;

9.1.7.7. ensure that the performance of the Service shall, without limitation, be in the interests of TNPA, the environment, public health, hygiene and anti-pollution and that the Contractor will at all times provide the Service so as to avoid or reduce to a minimum the risks relating to odour, dust, flies and rodents by using approved sanitary procedures; and

9.1.7.8. be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Port of Cape Town , public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Contractor indemnifies TNPA in respect of any damage or harm caused by the Contractor.

10. SPILLAGES BY THE CONTRACTOR

10.1. The Contractor must ensure that all necessary and reasonable measures are taken to prevent the spillage of Galley Waste in the Port of Cape Town , on public roads, onto third party property and into and onto the environment, during the loading, removal, transportation, consolidation (if applicable) and disposal of the Galley Waste.

10.2. The cost of any spillage clean up shall be for the sole account of the Contractor and the Contractor hereby indemnifies TNPA against all costs, charges and claims of whatsoever nature and howsoever arising which may be made against it by any person, entity or organisation.

10.3. The Contractor shall ensure that in the event of a spillage occurring it:

10.3.1. immediately inform the TNPA of the incident as well as remediation measures undertaken;

10.3.2. the vehicle and all affected areas must be appropriately cleaned and sanitised after disposal at the sole cost of the Contractor;

10.3.3. that the chemicals used by the Contractor, in the clean-up process are bio-degradable and that the Contractor will ensure that the chemicals will not contaminate storm water and / or cause any damage or harm to the environment;

10.3.4. that the Contractor has adequate hazmat resources;

10.3.5. that the Contractor will adhere to the Emergency turn-around time which will be provided to the Contractor prior to the Commencement Date;

10.3.6. that the Contractor will not leave the affected area until the spillage has been completely cleaned-up to the satisfaction of the environmental authorities and/or the TNPA Representative

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Annexure B

Pricing Schedule

<i>BILL OF QUANTITIES</i>						
GALLEY WASTE	DESCRIPTION	REQUIRED QTYS	UNIT	QUANTITY	RATE (ZAR)	TOTAL FOR 36 MONTHS
	Minimum Monthly charge for the provision of skips (placing and, collection and transportation of waste skips of 2m ³ capacity each (35 Skips)	35 Skips per month	Month	35		
	Disposal of galley waste at the landfill site (estimated at 60tons per month)	60 tons per month	Month	35		
	Sub-Total					
	VAT (15%)					
	TOTAL INCLUDING VAT					

ANNEXURE C

Technical Evaluation

PROVISION OF SERVICES FOR THE SERVICE OF GALLEY WASTE MANAGMENT WITHIN THE PORT OF CAPE TOWN FOR A PERIOD OF THREE (3) YEARS.

<u>Evaluation Criteria</u>	<u>Sub Criteria</u>	<u>Scoring principal</u>	<u>Score</u>	<u>Weight</u>
Previous Experience	Company profile with a minimum of two (2) references in the form of signed letters from previous clients	Company profile submitted 3 or more references submitted with evidence of over 1 years' experience on similar projects	3	20
		Company profile submitted with 2 references, submitted with evidence of over 1 years' experience on similar projects	2	
		Company Profile submitted with 1 reference, with evidence submitted of 1 years' experience on similar projects	1	
		Documentation submitted not related to requirements	0	
Method Statement	The Respondent is required to provide method statement, detailing waste handling techniques per the requirements in the scope of work, the facility, and its operations. Method statement must cover a minimum of two (2) aspects below: 1) Turnaround times 2) Emergency response plan 3) Business Continuation Management Plan	Method Statement provides waste handling techniques and covers all 3 aspects	3	30
		Method Statement provides waste handling techniques and covers 2 of the 3 aspects	2	
		Method Statement provides waste handling techniques and covers 1 of the 3 aspects	1	
		Documentation submitted not related to requirements	0	

Health Safety Management Plan	Health and safety Plan to include a minimum of two (2) of the following aspects 1) Risk Assessment 2) Incident Management Plan 3) Signed SHE Policy	SHE plan covers all 3 aspects of Health and Safety	3	25
		SHE plan covers 2 of the 3 aspects of Health and Safety	2	
		SHE plan covers 1 aspect of Health and Safety	1	
		Documentation submitted not related to requirements	0	
Environmental Management Plan	Environment Management Plan to include a minimum of two (2) of the following aspects 1) Aspect and impact Assessment 2) Waste and Spill Contingency Plan 3) Waste Management Plan	Environmental Plan covers all 3 aspects of the Environmental Management requirements	3	25
		Environmental Plan covers 2 of 3 aspects of Environmental Management requirements	2	
		Environmental Plan covers 1 aspect of the 3 Environmental Management requirements	1	
		Documentation submitted not related to requirements	0	
Sub total				100

Evaluation Criteria Weighing Guideline

3 - The bidder fully meets requirements and value adding is extensive

2 - Meets critical requirements

1 - Partially meets requirements

0 - Company cannot meet, high risk

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

**FOR THE PROVISION OF A SERVICE FOR THE REMOVAL OF GALLEY WASTE
WITHIN THE PORT OF CAPE TOWN FOR A PERIOD OF THREE (3) YEARS**

Agreement Number	TNPA/2022/06/0467/4857/RFP
Commencement Date	01 December 2022
Expiry Date	30 November 2025

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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is
....., Republic of South Africa [**Transnet**]

and

..... [Registration Number] whose registered address is
..... [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints the Service Provider to provide the services, and Transnet undertakes to accept the provision of the Services as provided for herein, and formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and
- 1.2 the Service Provider hereby undertakes to provide the /Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the /Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means 1 October 2022, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks,

reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- a) information relating to methods of operation, data and plans of the disclosing Party;
- b) the contents of this Agreement;
- c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
- e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in , equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

- 2.8 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means 30 September 2025;
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.13 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.14 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.15 **Party** means either one of these Parties;
- 2.16 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.17 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.18 **Price(s)** means the agreed Price(s) for the /Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 2.19 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Services;
- 2.20 **Service(s)** means the Removal of Galley Waste within the Port of Cape Town, the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement;
- 2.21 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the /Services to be provided by the Service Provider as specified in the Works Orders;
- 2.22 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;

- 2.23 **Schedule of Requirements** means Schedule 1 hereto;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the equipment and or services which the Service Provider provides to Transnet. ;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.27 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the services of one undertaking from those of another undertaking;
- 2.28 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.29 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- Work Order(s) means a detailed scope of work for the Services required by Transnet, including timeframes, Deliverables, Fees and costs for the supply of the service to Transnet, which is appended to this Agreement. As schedule 1.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the supply/provision to Transnet of the /Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 34

[Amendment and Change Control]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date of this Agreement is 1 October 2022 and the duration shall be for a three [3] year period, expiring on 30 September 2025, unless:
- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 21 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include

a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.

- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the /Services as may be necessary for the Service Provider to provide the /Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.
- 8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The Service Provider shall:
- a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;
 - d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the /Services and keep such records for at least 5 [five] years from the date of each such transaction;
 - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the /Services and ancillary Services and the conduct of the business and activities of the Service Provider;
 - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
 - g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and

subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;

- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

9.2 The Service Provider acknowledges and agrees that it shall at all times:

- a) render the supply of the /Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the /Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the /Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;

- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
 - l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
 - m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of /Services or ancillary Services to Transnet;
 - n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
 - o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
 - p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.
- 9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SERVICE PROVIDER'S PERSONNEL

- 10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The

Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

- 10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

- 11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.
- 11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.
- 11.4 Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 11.5 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.6 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

- 12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:

- a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.
- 12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 21.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 21 shall apply.

13.2 Green Economy/Carbon Footprint

- a) The Service Provider has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 PENALTIES

14.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the /Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed on the Service Provider.

14.2 Should the Contractor fail to arrive on site for the provision of the Services when required during the contract period as may be expected by Transnet, s/he shall pay to Transnet as penalties in terms of the Conventional Penalties Act, 1962 as amended, the following amounts for each day or part thereof during which the Services or any stage thereof remains incomplete:

<u>Stage</u>	<u>Penalty</u>
Services	R10 000.00 per day.

15 FEES AND EXPENSES RELATING TO SERVICES

- 15.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 15.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 15.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 15.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

16 INVOICES AND PAYMENT

- 16.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.

- 16.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the /Services ordered, in terms of clause 15.5 below.
- 16.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.
- 16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 16.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at Rand Merchant Bank (RMB).prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 16.7 The Service Provider shall where applicable and to the extent this forms part of any Works order remain the owner of all plant, material, machinery, equipment and the like provided to Transnet until Transnet has paid in full for the Services , it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Service Providers plant, material, machinery, equipment and the like until date of final payment by Transnet. .

17 PRICE ADJUSTMENTS

- 17.1 Prices for /Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 17.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the /Services.
- 17.3 Pursuant to clause 16.2above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the /Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 17.4 Should Transnet and the Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 31 of the Master Agreement [Dispute Resolution].

- 17.5 If during the period of this Agreement Transnet can purchase similar /Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the /Services purchased hereunder from the Service Provider, Transnet may notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Price of the /Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the /Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 17.6 If during the period of this Agreement the Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the /Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Service Provider has an opportunity to adjust its Price for the /Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the /Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

18 WARRANTIES APPLICABLE TO SERVICES

The Service Provider warrants to Transnet that:

- a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
 - b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
 - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
 - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit

compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 17.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

- 18.3 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.
- 18.4 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.
- 18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 17.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 34 [*Amendment and Change Control*].
- 18.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
 - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 18.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 18.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the

Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

18.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

19 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 17.2 above.

20 TOTAL OR PARTIAL FAILURE TO PERFORM

20.1 If Transnet at any time ascertains that:

- a) no work has commenced on the provision of the services specified in a Works Order/Purchase Order and there is little or no prospect, that it will, in Transnet's opinion, commence within a reasonable time; or
- b) delivery of any of the Services is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the works Order / Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),

then Transnet may, irrespective of the cause of the delay, by notice to the Service Provider, cancel as from a future date specified in such notice the whole or any part of this Agreement/works Order or Purchase Order in respect of which the Services to be provided have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.

20.2 The Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the /Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed /Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

20.3 Whenever, the Supplier fails or neglects to execute the work or to deliver any portion of the /Services as required by the terms of this Agreement or Purchase Order, or if any /Services are rejected, Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the /Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

21 RIGHTS ON CANCELLATION

- 21.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 19 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable /Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such /Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.
- 21.2 Any amount which may be recoverable from the Service Provider in terms of clause 20.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

22 BREACH AND TERMINATION

- 22.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 22.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 22.3 To the extent that any of the Deliverables and property referred to in clause 21.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 22.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 21 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 22.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 22.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which

would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:

- a) a voluntary arrangement or composition or reconstruction of its debts;
- b) its winding-up or dissolution;
- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.

22.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

22.8 Notwithstanding this clause 21, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or

22.9 The provisions of clauses 2 [Definitions], 17 [Warranties], 20 [Rights on Cancellation], 25 [Confidentiality], 27 [Limitation of Liability], 28 [Intellectual Property Rights], 31 [Dispute Resolution] and 33.1 [Governing Law] shall survive termination or expiry of this Agreement.

23 CESSION

23.1 Upon written notice to the Service Provider, Transnet shall be entitled:

- a) to appoint Transnet's financier of the /Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- b) to cede, assign and transfer its right, title and interest in the /Services to such financier as part of the funding consideration for the /Services.

23.2 The Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

24 FORCE MAJEURE

24.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

24.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

25 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

- b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
- vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

- 25.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 25.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 25.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 25.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 25.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 25.6 Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
 - b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
 - c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

26 CONFIDENTIALITY

26.1 The Parties hereby undertake the following with regard to Confidential Information:

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate

interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;

- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

26.2 The duties and obligations with regard to Confidential Information in this clause 26.3 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

26.3 This clause 25 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

27 INSURANCES

27.1 Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

27.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.

- 27.3 Subject to clause 26.4 below, if the Service Provider fails to effect adequate insurance under this clause 26, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.
- 27.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 26.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

28 LIMITATION OF LIABILITY

- 28.1 The Service Provider's liability under this clause 27 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the /Services or ancillary Services, including the quality of the /Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 28.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 28.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 27.3 shall be limited to direct damages.
- 28.4 Subject always to clauses 27.1 and 27.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 28.5 Subject to clauses 27.1 to 27.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 28.6 If for any reason the exclusion of liability in clause 27.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 28.3 above.
- 28.7 Nothing in this clause 27 shall be taken as limiting the liability of the Parties in respect of clauses 25 [Confidentiality] and 28 [Intellectual Property Rights].

29 INTELLECTUAL PROPERTY RIGHTS

29.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by the Service Provider from third parties and used in the supply of the /Services.

29.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all

documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

29.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

29.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

29.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

30 NON-WAIVER

- 30.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 30.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

31 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

32 DISPUTE RESOLUTION

- 32.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 32.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 32.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 32.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 32.
- 32.5 This clause 31 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 32.6 This clause 31 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

33 ADDRESSES FOR NOTICES

- 33.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

- (i) For legal notices:
-
-

Fax No.

Attention: Regional Legal Department

- (ii) For commercial notices:
-

.....
Fax No.

Attention:

b) **The Service Provider**

(i) For legal notices:

.....

.....

.....

Fax No.

Attention:

(ii) For commercial notices:

.....

.....

.....

Fax No.

Attention:

33.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

33.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;
- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or
- c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

34 **WHOLE AND ONLY AGREEMENT**

34.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.

34.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

35 **AMENDMENT AND CHANGE CONTROL**

35.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

- 35.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 329 [*Dispute Resolution*].

36 GENERAL

36.1 Governing Law

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

36.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 329 [*Dispute Resolution*] above.

36.3 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

37 DATABASE OF RESTRICTED SUPPLIER

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

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

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

ANNEXURE "E"

GALLEY WASTE MANAGEMENT SERVICE - SERVICE LEVEL AGREEMENT

No.	TASK				PARTY		WHEN	FREQUENCY	KPI	MEASUREMENT	COMMUNICATION MODE / FORMAT	SENT TO	MEASUREMENT	
					SP	TNPA							WEIGHT	MONTHLY RATING
1	Management of Capacity	Planning	Equipment & Vehicles	Provide 35 x 2³ orange skips with lids, clearly marked "Galley Waste" with name and contact of service provider	X		At the beginning of the contract	Daily	Timeous provision of all skips, drums and slop tanks according to TNPA requirement and when requested	100% supply of 2³ skips at berths	Signed delivery note	Environmental Manager/ Specialist	5%	
							All the time	Daily	Supply and availability of the skips	100% availability of all equipment	E-mail / Excel	Environmental Manager/ Specialist	5%	
							All the time	Daily	Perform inspection to ensure that all equipment (skips) are correctly placed and are in the required condition.	100% placement of all waste skips according to TNPA placing list	Proper document with proof provided.	Environmental Manager/ Specialist	4%	
				Provide TNPA with a list of all trucks, tippers and vehicles	X		At the beginning of the contract	As and when required	Provide roadworthy trucks, vehicles e.t.s with company logo	100% timeous provision of all vehicles, trucks e.t.c.	E-mail / Excel	Environmental Manager/ Specialist	4%	
							At the beginning of the contract	As and when required	Ensure that maintenance and service of all equipment is done to keep equipment operational.	100% provision of all equipment, vehicles, trucks e.t.c.	E-mail / Excel	Environmental Manager/ Specialist	5%	
							Unforeseen equipment / vehicle breakdowns	As and when required	Ensure that TNPA is immediately notified in the instance of unforeseen breakdowns which can impact on service delivery / equipment provision at TNPA premises. If no service is available for the day, contract a company to remove galley waste - at cost of the Service Provider	Timeous notification of TNPA by SP. Source alternative company to render service at SP's cost	E-mail / telephonic	Environmental Manager/ Specialist	4%	
			Loading, removal, transportation and disposal of waste	Loading and removal		X	As and when required	As and when required	Notify SP to pick bins when the call was made and no pick up from the service provider	Timeous notification of SP by TNPA	E-mail / Excel	Environmental Manager/ Specialist	3%	
					X		Daily	Daily	Collection within 24 hours and dispose at landfill site same day	100% timeous loading and removal of all waste	Signed vehicle dispatch certificate	Environmental Manager/ Specialist	4%	
							Immediately	As and when required	Clean all spillages by SP and ensure that the area is rehabilitated and that no contamination with storm water will occur	100% timeoeus clean-up of all spillages	E-mail / Excel	Environmental Manager/ Specialist	3%	
				Transportation of waste	X		As and when required	As and when required	Ensure that TNPA vehicle permits are obtained from TNPA and TPT to enable vehicles to enter into the Port	ensure 100% provision of all permits.	Proof of permit	Environmental Manager/ Specialist	3%	
							Daily	Daily	Ensure that waste is covered when carrying the waste during transportation and disposed of on the same day.	100% adherence to prevent any spillages or dust generated and transfer of communicable diseases.	E-mail / Excell	Environmental Manager/ Specialist	2%	
							Daily	Daily	Ensure that no vehicle is overloaded.	100% adherence to reasonable instructions	E-mail / Excel	Environmental Manager/ Specialist	2%	
				Disposal of waste	X		Daily	Daily	Ensure effective and efficient classification of waste.	100% adherence to the applicable legislation	Report approved by DEA and / or DWAF		2%	
							As and when required	As and when required	Perform periodic tesing on all waste generated by TNPA.	100% adherence to the applicable legislation	Report approved by DEA and / or DWAF	Environmental Manager/ Specialist	2%	

						Daily	Daily	Dispose of all waste where TNPA and the SP cannot have any intervention	Effective and efficient disposal of TNPA waste in a legislative and registered landfill site	Manifest document	Environmental Manager/ Specialist	2%	
2	Communication	Receipt		Manifest document and disposal certificate from Landfill site	X	Within 24 Hours of Receipt	Per load	Manifest documents, disposal certificate and any other relevant document sent on time	100% provision of manifest documents, disposal certificate e.t.c.	E-Mail / Hard Copy	Environmental Manager/ Specialist	3%	
		Landfill Site		Useful life of the landfill site		On an ongoing basis	On an ongoing basis	Provide TNPA with documentation on the remaining useful life of the Landfill site being utilised by SP.	100% timeous provision of the requested documentation	E-Mail / Text		2%	
3		Spillages by SP		Spillage clean-up	X	Within 2 Hours of notification	Per incident	Ensure adherence to the emergency turn-around times provided by TNPA and relevant authorities	100% adherence emergency turn around time	Report on response time	Environmental Manager/ Specialist	4%	
						As and when required	Per incident	Ensure that the chemicals used are bio-degradable and that it will not contaminate with storm water and will not leave the affected area until spillage is completely cleaned-up. This will be done at no cost to TNPA	100% adherence to agreed Plan	Spillage/ incident report	Environmental Manager/ Specialist	3%	
4	Monitoring	Inspection by SP Supervisor		Confirm that the waste is dumped in bins according to its classification	X	On an ongoing basis	On an ongoing basis	Ensure compliance by TNPA employees to intergrated waste management plan (IWMP)	100% adherence to agreed IWMP	E-Mail / Text	Environmental Manager/ Specialist	3%	
5	Claims and Damages			Provide Damage Report		Within 2 working days of it being realised by SP	As and when required	Timeous notification of details of damages and/ or loss and countermeasures	100% accuracy and details pertaining damage and counter measures	E-Mail / Text		3%	
				Provide written notification of claims.		By the 2nd day of the following month	Monthly	Accurate Measuring of the damage ratio	100% accuracy and details pertaining damage ratio	E-Mail / Text	Environmental Manager/ Specialist	2%	

6	Auditing by TNPA and / or Third Party Inspectorate			Third Party invoices, Accounts and all othe financial documents	X	As and when required	As and when required	Ensure that records are kept for the purpose of auditing same for TNPA to satisfy itself as to the reasonableness of any monies paid or to be paid.	100% accuracy and timeous provision of all documentation as and when required	Actual amounts paid vs audit report	Environmental Manager/ SHE Manager Specialist	2%		
				Quality and environmental management manual and procedure manual		X	As and when required	As and when required	Ensure that all quality control and any other required documentation is provided in an efficient and effective manner	100% accuracy and timeous provision of all documentation as and when required	E-Mail / Text	Environmental Manager/ Specialist, SHE Manager	3%	
				Timeous rectification of all non conformances	X	X	As and when required	Per non conformance	Ensure that all non-conformances are rectified within 48 hours or a 10% of the total invoice will be withheld and then thereafter it will increase to 15%	100 % rectification of all non-conformances timeously in an effective, efficient and legislative manner.	Report on notification vs rectification time	Environmental Manager/ Specialist, SHE Manager	3%	
7	Invoicing and Payment			Invoicing	X	30 days	Monthly	Timeous payment for services received	No outstanding amounts in excess of 90 days	Invoice/Statements	Environmental Manager/ Specialist, SHE Manager	3%		
				Payment		X	30 days from receipt of statement	Monthly	Price adjustments to be effected in line with Clause 10 of the Agreement	All price adjustments to be made on a sound and independently provable basis	Agreed adjustment percentage		2%	
				Price Adjustment			Quartely for the variable cost and annually for the fixed portion	Quartely for the variable cost and annually for the fixed portion	Conduct quarterly meetings	Port to complete Review form for SLA. COM to complete Review form for SLA Measurement, quarterly meetings.	Review form for Measurement of SLA		3%	
	Reporting	Liaison and Stakeholder/s	Planning and briefing meeting	X		At the beginning of each shift	Per Shift	Planning and briefing meetings held	Regular meetings held and accurate minutes recorded	Meetings	Environmental Manager/ Secretary	2%		
Performance measurement meetings					As and when required	Bi-Weekly	Performance Measurement Meetings held	Regular meetings held and accurate minutes recorded	Meetings	Environmental Manager/ Secretary	2%			
Progress and Feedback			Weekly, Per waste stream		Timeous and accurate submission of Progress and Feedback reports	100% Progress and Feedback reports done	Report and/or Meeting	Environmental Manager/ Specialist	2%					
Port Waste Volume Database			Monthly		Monthly	Timeous and accurate submission of port waste volumes removed, as per agreed reporting format, to port authority	100% of reports delivered wthin first week of subsequent month.	Excel report	Environmental Manager/ Specialist	3%				
SAWIS / IPWIS reporting			As per legislated timeframes		As per legislated timeframes	Timeous and accurate submission of Port waste volumes removed, as per requisite reporting format on SAWIS / IPWIS	100% of reports undertaken within legislated timeframes.	Online Report	Environmental Manager/ Administrator	3%				
8	Ad Hoc Service Support	Provide a value adding support service, when requested			As and when required	As and when required	Capability to deliver additional requests	Value adding additional services, as required	Invoice/Statements		2%			
Notes:		TNPA Port of Cape Town SHE / Environmental Manager contact details will be provided.									TOTAL	100%		
Legends :				Poor / Unacceptable = 65% and below; Average = 66% - 74%; Good = 75% - 89%; Excellent = 90% - 100%			1 = Poor	2 = Not Acceptable		3 = Acceptable			4 = Excellent	

Signed at _____ this _____ day of _____ 2022

Signed at _____ this _____ day of _____ 2022

Service Provider

For Transnet SOC Ltd t/a Transnet National Ports Authority

Name: _____

Title: _____

Witness: _____

Name: _____

Name: _____

Title: _____

Witness: _____

Name: _____

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

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

4 USE OF BID FORMS

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

5 BID FEES

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

6 VALIDITY PERIOD

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

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

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

17 ACCEPTANCE OF BID

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

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

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

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

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

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

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

24 SECURITIES

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

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

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

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

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 DELETION OF ITEMS EXCLUDED FROM BID

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

29 VALUE-ADDED TAX

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

29.2 In respect of foreign Services rendered:

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

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

30.2 Conditional Discount

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

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

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

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

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

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

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

32.2 Drawings and specifications

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

32.3 Respondent's drawings

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

32.4 Foreign specifications

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

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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

35 CONFLICT WITH ISSUED RFX DOCUMENT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

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

and

.....
the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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SUPPLIER DECLARATION FORM

Please Note: This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

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

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

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

1. If your annual turnover is less than R10 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

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

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

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

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

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. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).

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

Respondents are required to provide consent below:

YES	
-----	--

NO	
----	--

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

Signature of Respondent's authorised representative: _____

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

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

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

Did your company previously operate under another name?

Yes

No

If **YES** state the previous details below:

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

Your Current Company's VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

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

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

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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____
_____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

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

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

 Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

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

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

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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

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

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____**Date:** _____

Commissioner of Oaths
Signature & stamp



SAFETY, HEALTH & ENVIRONMENT (SHE)
SPECIFICATION
FOR CONSTRUCTION ACTIVITIES AT
PORT OF CAPE TOWN

SHE DEPARTMENT

RISK BUILDING MANAGEMENT

DUNCAN ROAD

PORT OF CAPE TOWN

CAPE TOWN

8000



SHE SPECIFICATION PORT OF CAPE TOWN

Document number	TNPA-IMS-PCT-SHE-SCA-001
Business Name	SHE DEPARTMENT
Process/ Activity Name	SHE SPECIFICATION FOR CONSTRUCTION ACTIVITIES AT PORT OF CAPE TOWN
Approved by	SHE MANAGER: MOTLAGOMANG CHOBOKOANE
Approver Signature	
Version Number	4.0
Classification	Unclassified
Effective Date	14 FEBRUARY 2020
Review Date	14 FEBRUARY 2023

TNPA-IMS-PCT-SHE-SCA-001

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SUMMARY VERSION CONTROL

VERSION NO.	NATURE OF AMENDMENT	PAGE NO.	DATE REVISED

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1. INTRODUCTION AND BACKGROUND

1.1. Background to the Health and Safety Specification

- The Construction Regulations 2014 place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks before and during construction.

1.2. Purpose of the Health and Safety Specification

- The purpose of this specification is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and with Construction Regulations 2014 in order to reduce incidents and injuries.
- The application of this Health and Safety specification shall
 - Ensure that health and safety requirements are incorporated into the contract, conditions of tender and pricing documents.
 - Establish a systematic approach in evaluating the bidding contractors, and
 - Act as the basis for the drafting of the construction phase health & safety plan and ensure that the contractor's performance is adequately monitored and managed for the duration of the contract.

These specifications in no way release Contractors from compliance with the relevant Legal requirements.

2. Scope

- This Specification applies to all principal contractors, contractors and sub-contractors contracted directly or indirectly to do work on behalf of TNPA at the following stages of the projects; Pre tender stage; Contract award stage; Project execution and Project closes out and hand over.

3. Interpretations and Responsibilities

3.1. Application

- This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

3.2. Definitions

- The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations 2014 shall apply.

3.3. Responsibilities

3.3.1. TNPA Department shall; SHEQ

- Ensure that the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Management Statement of Commitment is made available to all contractors performing work for TNPA in the Port.
- To ensure contractors submit the necessary documents to ensure compliance with the Occupational Health & Safety Act and other requirements.
- To provide an Induction regarding the Safety, Health, Environmental & Security rules of the Port of Cape Town.
- This induction will include but not limited to Port Rules, road traffic rules, security, fire protection, evacuation procedures, housekeeping, reporting of incidents and environmental requirements
- The contractor may opt to conduct his/her own induction upon approval from TNPA. The facilitator will need to attend the port induction to become a trainer.
- To ensure that approved Contractor Train-the-Trainer is issued with a letter of approval from TNPA.
- Ensure that TNPA SHE Induction requirements are incorporated onto the Contractor SHE induction.
- Ensure that approved Contractor Train-the-Trainer is audited for compliance purposes at least once during the duration of the contract or when required.
- Ensure the environment is not harmful to health or the well-being of people as well as promotion of environmental protection and conservation.

- Provide a safe and healthy work environment to employees, stakeholders, client and agent
- Conduct site inspections and audits to verify whether the project, contractor(s) are complying with TNPA safety rules and specifications.
- Communicate all the Port risks & hazards to the Contractor employees.
- To ensure that no access will be given to the Contractor who fails to comply with TNPA minimum SHE requirements.

3.3.2. The TNPA Project or Engineering Manager shall:

- Ensure statutory notifications are made to the appropriate government authorities by the Contractor.
- Ensure appointed designer comply with their responsibility to eliminate, mitigate and reduce risks during demolition, excavation, construction, commissioning and maintenance has made available all relevant information about the design of the relevant structure that may affect the pricing of the construction work.
- Ensure co-operation between the designers to identify anticipated dangers, hazards relating to the construction work are communicated in order to eliminate and mitigate risks. If designs are being altered, necessary relevant information should be available and shared on the safe execution of the work.
- Ensure that a SHE file is available for each Contractor and is handed over the SHEQ department for record purposes after the completion of the project.
- Ensure inspections are carried on the structure upon completion in order to render it safe for continued use and legislative inspections are carried at stipulated intervals that is once every six month for the first two years and thereafter yearly.
- All necessary records, surveys, reports are stored and made available to the inspector upon request.
- Ensure the project does not commence prior the approval of the submitted SHE plan by the SHEQ department.

3.3.3. Client/Contractor shall;

- Ensure that all activities are in-line with the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Statement of Commitment.
- Communicate the Policies to his/her employees and sub-contractors
- Conduct risk assessment before the commencement of the actual work in terms of the contract. Duly completed risk assessment must be signed by the relevant appointed Contractor representative(s).
- Ensure that all employees, contractors and visitors are provided SHE induction prior accessing the site.
- Communicate all identified risk and control measures to their employees.
- The Contractor/client shall report all the reportable incidents/accidents according to:
 - the OHS Act No. 85 of 1993 to the Department of Labour and/or
 - Merchant Shipping Act to SAMSA and/or
 - National Environmental Management Act, to DEA as stipulated within the respective Act(s).
- Develop safe work procedures for their employees specific to the nature of the work they contracted to undertake.
- Monitor and review a plan for risk and hazard identification.
- Ensure that the copy of risk assessment is always available on site on the file.
- **Ensure that a Certificate of Good Standing is issued by the Workman's Compensation Commissioner.**
- Appoint all Competent Persons in writing.
- Ensure that all employees under his control are medically declared fit to work, in particular for work being done in elevated positions, confined spaces etc.
- Make provision for health & safety budgets in its tender price as required by law.
- Provide specification to the contractor on measures to prevent exposures, injuries and harm to the environment.

- Carry out regular inspections to assess if they comply with SHE specification.
- Provide all employees with personal protective equipment-free of charge.
- Ensure that the required PPE or clothing is worn on site and appropriate signage is displayed.
- Ensure that all incidents (including near miss cases) are reported to the appropriate role players and relevant government Institutions.

3.3.4. Other Joint Responsibilities:

- The Client, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the company policies and other applicable procedures.
- The contractor shall provide and maintain systems of work, plant and machinery that is safe and without risks to health, environment, and safety of people within Transnet National Ports Authority.
- The Contractor will give access to TNPA for inspection of plant, machinery and equipment to ensure compliance.

Agent and contractors shall take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, contractors, visitors and suppliers, before resorting to personal protective equipment.

3.3.5. Other Requirements

- The hazards identified by contractors and control measures should be communicated to the contractor's employees.
- A proof of communication of risk assessment should be kept in the contractors file as records.
- TNPA reserves the right to request this information from the contractor at any given time.
- In a situation where a risk assessment is not readily available or not communicated to contractor employees, the activity will be stopped until such time the contractor complies.

4. Minimum Administrative Requirements

- The principal contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and accepted by TNPA, prior to mobilisation to the construction site for work under the Contract, to TNPA or TNPA nominated Representative, for acceptance.
- The Health and Safety Management Plan must comply with this Contract including Project Site Rules, and applicable law relating to Workplace Health and Safety and Environmental Health. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to TNPA for acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.
- The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.
- **The Contractor's Health and Safety Management Plan must demonstrate Management's commitment to safety and must include, but not be limited to, the following minimum auditable elements:**

4.1. Application for a work Permit (CR 3)

- TNPA who intends to carry out construction work must obtain a permit from the Provincial Director of the Department Of Labour prior to the commencement of Work. This will allow the Provincial Director to inspect certain health and safety documents and to satisfy himself the TNPA has taken the necessary precautions to ensure that the work, as far as reasonably practicable, can be carried out safely.
- This requirement is in addition to the previous notification of construction work required of a Contractor, in certain circumstances.
- A permit will only be required if the Work will:
 - ✚ Exceed 180 days;
 - ✚ Involve more than 1800 person days of Work;

- ✚ Include a contract for the work which work is of a value equal to or exceeding thirteen million rand or is for the Construction Industry Development Board grading level 6.
- A permit required for this nature of work will only be necessary to obtain 18 months after the commencement of these regulations (7 August 2015). The Provincial Director must issue a construction work permit in writing to perform construction work contemplated in sub regulation (1) within 30 days of receiving the construction work permit application and must assign a site specific number for each construction site.
- A site specific number contemplated in sub regulation (3) must be conspicuously displayed at the main entrance to the site for which that number is assigned.
- A construction work permit contemplated in this regulation may be granted only if -
- ✚ The fully completed documents contemplated in regulation 5(1)(a,) baseline risk assessment and (b) a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a); have been submitted; and
- ✚ proof in writing has been submitted - that the client complies with regulation 5(5) with regard to the registration and good standing of the Principal Contractor as contemplated in regulation 5(1)(j); and that regulation 5(1)(c), (d), (e), (f), (g) and (h) has been complied with.
- TNPA must ensure that the Principal Contractor keeps a copy of the construction work permit contemplated in sub regulation (1) in the occupational health and safety file for inspection by an inspector, the Client, the Client's authorised agent, or an employee.
- No construction work contemplated in sub regulation (1) may be commenced or carried out before the construction work permit and number contemplated in sub regulation (3) have been issued and assigned.
- A site specific number contemplated in sub regulation (3) is not transferrable.
- A permit of this nature will not have to be obtained if the work carried out is in relation to a single storey dwelling for a client who intends to reside in such dwelling

4.1.1 Notification of Construction work (CR4)

- The Contractor shall notify the Provincial Director of the Department of Labour in writing at least 7 days before construction work commences if he intends to carry out any construction work other than work contemplated in regulation 3(1) in a form similar to annexure 2 if the intended construction work will:-
 - a) Include excavation work
 - b) Include working at a height where there is risk of falling
 - c) Include the demolition of a structure, or
 - d) Include the use of explosives to perform construction work.
- A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2.
- **A copy of all notification must be forwarded to the Client on appointment.**

4.1.2 Permit to work

- The Contractor shall prior to commencing with any job on site ensure that they have obtained the necessary permit from TNPA representatives.
- Permits may possibly include the following;
 - Hot work
 - Isolation and lock-out
 - Confined spaces
 - Permit to work
 - Excavation

4.2. OHS Act Legal Appointments.

- Appointments are legal documents and shall be made in accordance to the provisions of relevant/applicable legislation. Legal appointments of competent persons are used to assist the Employer in executing his/her duties, and to ensure that all work is done safely and that proper supervision is performed at all times
- The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Regulations (85 of 1993)), prior to commencement of work. Proof of competency must be included. See Annexure B.
- All appointed persons shall be competent and be able to prove their competency (Training Certificates).

4.3. Competency for Contractor's Appointed Competent Persons

- Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations 2014. Proof of competence for the various appointments must be included.

4.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993(COIDA)

- The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.
- A letter of good standing is the registration certificate issued by the Workman's Compensation Fund or any other licensed insurer when the insured has complied with all the requirements of the insurer and the requirements of the act.

The certificate will reflect the -

- Name of the insured company
- Expiry date-the certificate must be valid during the contract period.
- The registration number.
- The certificate will be issued without any alterations.

No contractor may do any work for TNPA without a valid letter of good standing.

4.5. Occupational Health and Safety Policy

- The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

4.6. Health and Safety Organogram

- The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

4.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard

Identification and Risk Assessment

- The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.
- The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks

change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

- The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

4.8. Health and Safety Representative(s)

- The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health and safety meetings.

4.9. Health and Safety Committees

- The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health and Safety Representatives shall attend the monthly health and safety meetings. Sub-Contractors shall also have their own internal health and safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

4.10. Health and Safety Training

4.10.1. Induction

- The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

4.10.2. Awareness

- The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

4.10.3. Competency

- All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

4.10.4. Rules of conduct.

- Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.

- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations

4.11. General Record Keeping

- The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

4.11.1. Inspection of equipment and tools.

- The following items of equipment must be regularly inspected and maintained and appropriate records kept.
 - 🔧 First Aid dressing registers.
 - 🔧 Fire equipment
 - 🔧 Lifting equipment
 - 🔧 Lifting Gear
 - 🔧 Portable electrical equipment
 - 🔧 Stacking and storage inspections
 - 🔧 Explosive power tools
 - 🔧 Materials hoist (where applicable)
 - 🔧 Pressure Vessels

- 🔧 Ladders
- 🔧 Excavations
- 🔧 Safety harnesses
- 🔧 Scaffold - static and mobile.
- 🔧 Pneumatic tools
- 🔧 Construction vehicles and mobile plant.
- 🔧 Health and Safety Representatives checklists.

4.12. Health & Safety Audits, Monitoring and reporting

- The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

4.13. Emergency Procedures

- The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:
 - a) List of key competent personnel;
 - b) Details of emergency services;
 - c) Actions or steps to be taken in the event of the specific types of emergencies;
 - d) Information on hazardous material/situations.

- Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

4.14. First Aid Boxes and First Aid Equipment

- The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site.
- The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times.
- All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.
- The first aider should ensure that the contents of the first aid box comply with the minimum legal requirement
- Trained first-aid personnel are available on site

4.15. Accident / Incident Reporting and Investigation

- Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith.
- All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. **A 24 hour notification report must be submitted immediately before the end of the shift (see 24 Hour report template)**

4.16. Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.











4.17. Personal Protective Equipment (PPE) and Clothing

- The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- a) Lost or stolen;
- b) Worn out or damaged.

- The contractor shall ensure that all employees are provided with appropriate personal protective equipment suitable for the type of activities that the employees will perform.

These shall include but is not limited to;

-  Hand protection
-  Ear protection
-  Eye protection
-  Non-slippery safety shoes
-  Overalls
-  Reflective vests
-  Hard hats
-  Life jacket when working 5m from the quay side
-  Safety harnesses/safety Belts
-  Rain Suit
- The contractor shall further ensure that all PPE is worn during the carrying out of activities/ task at all times

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

4.18. Occupational Health and Safety Signage

- The Contractor shall provide adequate on-site OHS signage. Including but not limited to „no unauthorised entry, report to site office,“ site office, beware of overhead work, „hard hat area“. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- The contractors employees shall comply with all SHE signage posted at various locations of TNPA Port of Cape Town.
- The contractor shall after occupation of the construction site ensure that appropriate SHE signs are displayed on site.
- Compliance to the signs shall be monitored by the TNPA Audit team (Engineers/Technicians & SHE Officer for the project).

4.19. Permits

- Permits may include the following:
 - a) Use of Explosives and Blasting
 - b) Work for which a fall prevention plan is required
 - c) Use of cradles
 - d) Excavation
 - e) Construction work Permit (to be displayed on site)

4.20. Contractors and their Sub-contractors

- The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations 2014, and all other relevant legislation that may relate to the activities directly or indirectly.

4.21. Incentives & Penalties

- Penalties will be implemented for ongoing non-compliance to the provisions of the construction-phase health & safety plan as submitted by the Principal Contractor.

5. Physical Requirements

5.1. Demolition Work

- Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

5.2. Excavations, Shoring, De watering or Drainage

- The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.
- The Contractor shall make sure that:
 - a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
 - b) Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths. Undercutting is not allowed.
 - c) Safe work procedures have been communicated to the workers;
 - d) Excavated material shall be placed as far from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
 - e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
 - f) The requirements as per section 13 of the Construction Regulations are adhered to.

5.3. Edge Protection and Penetrations

- The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

5.4. Explosives and Blasting

- The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

5.5. Piling

- The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

5.6. Stacking of Materials

- The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

5.7. Speed Restrictions and Protection

- The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

5.8. Hazardous Chemical Substances (HCS)

- The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal

Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

5.8.1 Handling and storage of HCS

- The contractor shall before commencement of the contract provide TNPA Port of Cape Town with a complete list of solvents and or chemicals contractor/client intend to use at the various workplaces
- The contractor shall have a contingency plan in place that adequately addresses solvent and or chemical spillages at the various workplaces.
- The contractor shall ensure that its employees are informed of the hazards and risks associated with the use of the solvents and or chemicals, and records must be kept of such information session.
- The contractor shall provide each location with a file of all solvents and or chemicals to be used at that work place and one comprehensive file must be submitted to TNPA, SHE with all MSDS documents
- MSDS documents must comply with the criteria set out in the Hazardous Chemical Substances Regulations Section 9A.
- No bulk storage of chemicals and cleaning substances are allowed on TNPA premises (<20Liters per substance).
- All chemical containers shall be kept closed after use or when stored
- No illegal or banned substances are allowed on site

5.8.2 Labelling of Containers

- The contractor shall ensure that all containers containing solvents and or chemicals are clearly labelled and no decant takes places or allow its workers to decant solvents and or chemicals into unlabelled containers.

5.9. Asbestos

- The principal Contractor is responsible for ensuring that all work involving asbestos complies with the Asbestos Regulations. Any Contractor involved in asbestos work must obtain temporary registration as an asbestos contractor from the Dept of Labour. Written safe work procedures and the relevant risk assessments must govern all asbestos work. An asbestos contractor must provide exposed employees with the necessary training and information regarding asbestos, as well as the necessary personal protective equipment. Wetting down and low speed cutting techniques must be employed wherever possible to prevent airborne asbestos.
- **Should any asbestos work involving asbestos (e.g. lagging or insulation) which falls under the definition of Demolition work, defined under the Asbestos Regulation. An Approved Inspection Authority (AIA) must be utilised to carry out air monitoring plus a decontamination unit must also be provided.**

6. Plant and Machinery

6.1. Construction Plant

- “Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.
- The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations 2014. The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site.
- Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

- Proofs of medical test as required by the Construction regulations 2014 are available for inspection by the Client.
- **Vehicles shall not enter site with:**
 - ✘ Defective exhaust systems
 - ✘ Serious oil or fuel leaks
 - ✘ Unsafe bodywork or loads
 - ✘ Non-standard equipment fitted.
 - ✘ Improperly seated passengers
 - ✘ Any obvious mechanical defects.
- All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

6.2. Vessels under Pressure (VuP) and Gas Bottles

- The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:
 - a) Providing competency and awareness training to the operators;
 - b) Providing PPE or clothing;
 - c) Inspect equipment regularly and keep records of inspections;
 - d) Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

6.3. Fire Precautions on construction sites (CR29)

- A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that-
 - a) all appropriate measures are taken to avoid the risk of fire;

- b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - ✚ only suitably protected electrical installations and equipment, including portable lights, are used;
 - ✚ there are no flames or similar means of ignition;
 - ✚ there are conspicuous notices prohibiting smoking;
 - ✚ oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - ✚ adequate ventilation is provided;
- e) combustible materials do not accumulate on the construction site;
- f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the
- h) Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- i) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- j) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- k) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- l) the means of escape is kept clear at all times;
- m) there is an effective evacuation plan providing for all-
 - ✚ persons to be evacuated speedily without panic;
 - ✚ persons to be accounted for; and

- plant and processes to be shut down; and
- n) a siren is installed and sounded in the event of a fire.

6.3.1 Fire Extinguishers and Fire Fighting Equipment

- The Principal Contractor and relevant Sub Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

6.4. Hired Plant and Machinery

- The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014 shall apply.
- The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Sub Contractors must ensure the same.
- Under no circumstances shall the contractors or unauthorized employees be permitted to Transnet NPA cranes, hoist, lifts or any other equipment including vehicles and forklift trucks. If the use of any of the above equipment is required, application must be made to the person in charge, i.e. the Project Manager or OHS Manager.

6.4.1 Equipment and machinery

- All equipment and machinery shall be in good working order and compliant with legal requirements.

- Cleaning or repairing of equipment is not permitted in premises unless permission is granted.
- All lifting equipment is identified and load-tested
- Equipment and machinery (band saw or band knives) must be effectively Safely guarded
- The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993

6.5. Scaffolding / Working at Heights

- Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken. The Client must approve the fall prevention plan before work may commence. Mechanical hoist to be used to carry material up the scaffold, depending on height.
- All scaffolding that are erected on site, shall comply with the provisions of relevant SANS codes and regulations.
- The scaffolding must be erected by competent personnel and such personnel shall be appointed in writing.
- In case of overhead work the area must be safely secured and identified with signs
- Scaffolding must be inspected by a competent person (Scaffolding Inspector) and signed off for safe to use and the register must be kept on site
- All scaffoldings declared shall be tagged as safe or unsafe to use by a competent person
- Safety harnesses/ belts must be inspected/checked and are used as required by legislation

6.6. Temporary work

- The Principal Contractor shall ensure that the provisions of section 12 of the Construction Regulations 2014 are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that

all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed.

- Records of all inspections must be kept in a register on site.

6.7. Lifting Machines and Tackle

- The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22) and construction regulation 2014. There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:
 - a) All lifting machinery and tackle has a safe working load clearly indicated.
 - b) Regular inspection and servicing is carried out;
 - c) Records are kept of inspections and of service certificates;
 - d) There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operation
 - e) The tower crane bases have been approved by an engineer;
 - f) The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

6.8. Ladders and Ladder Work

- The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or

as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

6.9. General Machinery

- The Principal Contractor and relevant Sub Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

6.10. Electrical Installation and Machinery (CR 24)

- A Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that:-
 - a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
 - b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
 - c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
 - d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
 - e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

6.10.1 Portable Electrical Tools and Explosive Actuated Fastening Devices

- The Principal Contractor shall ensure that use and storage of all explosive actuated fastening devices and portable electrical tools are in compliance with relevant

legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

- The Principal Contractor shall consider the following:
 - a) A competent person undertakes routine inspections and records are kept;
 - b) Only authorised trained persons use the tools;
 - c) The safe working procedures apply;
 - d) Awareness training is carried out and compliance is enforced at all times; and
 - e) PPE and clothing is provided and maintained.
 - f) A register indicating the issue and return of all explosive round;
 - g) Ensure that the cartridges and explosive devices is lock up separately
 - h) Signs to be posted up in the areas where explosive actuated fastening devices are being used. **(WARNING - EXPLOSIVE ACTUATED FASTENING DEVICES).**

6.10.2 High Voltage Electrical Equipment

- No high voltage electrical equipment is present on, under or above the construction area.

6.11. Public and Site Visitor Health and Safety

- The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers.
- Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

- Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these „induction“ must be kept on site in accordance with the Construction Regulations.

6.12. Night Work

- The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

6.13 Transport of workers

- The Principal Contractor and other Sub Contractors shall not:
 - a) Transport persons together with goods or tools unless there is an appropriate area or section to store them;
 - b) Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

7. Occupational Health and Hygiene.

7.1. Occupational Hygiene

- Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure.

7.2 Occupational Health

7.2.1 Fitness for Duty

- The Contractor must ensure that personnel under its control and authority comply with the requirements of the Fitness for Duty and are bound by its Disciplinary Provisions, regarding the possible effects of:
 - ✚ General level of personal fitness and/or medical conditions
 - ✚ The consumption of alcohol
 - ✚ The use of other drugs (prescription, pharmaceutical or illicit)
 - ✚ Fatigue
 - ✚ Stress

7.3 Health Assessments and Health Monitoring

- The principal contractor must ensure that all his personnel are healthy and medically fit for their respective assignments and must certify the same to TNPA if so requested. The Principal Contractor is responsible for Pre-placement, Exit Medicals and On-going Health Assessments.
- **The Contractor must ensure that Operators of mobile equipment undergo “fit for work”** medical examination every 1 year and Crane Operators engaged in lifting man boxes every 5 years. This medical is to certify that the Medical Practitioner has examined the Operator and formed the opinion that the Operator is free from deafness, defective vision, epilepsy, heart disease, and any other infirmity likely to cause the Operator to lose control of the machine being operated.
- The Contractor is responsible for the medical welfare of its own employees, servants or agents and their families.

7.3. Welfare Facilities

- The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

7.4. Alcohol and other Drugs

- No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith.
- Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

7.5. Periodic Medical

- All employees of contractors working within TNPA, Port of Cape Town shall undergo annual medical surveillance which will include:
 - Hearing Tests
 - Audio Tests and /or
 - Other legislative required tests

- The contractor shall confirm in writing to TNPA, SHEQ Department that the intended employees to work at TNPA, Cape Town sites have been declared medically fit.

8. Section 37 Agreements

- This document is a legal agreement in terms of section 37(2) of the OHS Act 85 of 1993. The agreement is between the clients (TNPA) and the Contractor.
- The agreement will confirm that the appointed person of any company will remain responsible and accountable for his own employees, including any labour hire employees.
- Have the agreement form completed and signed by the Chief Executive Officer or Managing Director of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant **TNPA Project Manager** will sign the agreement on behalf of the client.

9. SHE Inspections

- TNPA SHEQ department will conduct SHE inspections at a frequency determined by themselves based on the level of risk of the project.
- The Contractor is always expected to be compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.

10. SHE Communication & Awareness

- The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. The Contractor is responsible for maintaining a complaints register in which all

complaints are recorded, as well as action taken. This register shall be available to TNPA on request. Monthly news flashes are communicated by e-mail and SHE notice boards.

- The contractor's employees will refer to the SHE notice boards in their areas of work for SHE communication.
- Monthly news flashes are communicated by e-mail and SHE notice boards.

11. Incident and Accident Reporting/ Investigation

- The contractor shall ensure that its employees report all incidents and accidents to TNPA, SHEQ Department immediately or before the end of their shift.
- It is the responsibility of the Contractor to report the reportable incident/Accident according to the relevant legislation (OHS Act 85 of 1993, NEMA Act 107 of 1998, Merchant Shipping Act) to the Department of Labour as stipulated within the Act
- The contractor or a duly authorized representative shall form part of the investigation process
- The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

12. Insurance

- The contractor shall effect at his own cost any insurance which he deem necessary in his own interest to cover lose and/or damage to the property of Transnet National Port Authority or a third party. At the time of award of the contract, the contractor shall submit to the Project Engineer copies of the policy or policies of insurance and the receipts for payment of the current premiums. These insurances shall be maintained in force for the duration of the contract and shall be affected with insurers and on terms approved by Transnet National Port Authority.
- The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:
- Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the contract.

- Public liability - the contractor shall take out a public liability insurance policy in an amount of R1 000 000, 00 (One Million Rand) per occurrence on terms approved by Transnet NPA.

13. Security

- The Contractor shall adhere to the Port security measures as enforced by TNPA Port of Cape Town. The contractor is responsible for the safeguarding of his/her own equipment and material while on site and/or working in the Port.
 - ✚ Ensure that the contractor/ client has been screened and has a security clearance
 - ✚ Ensure has signed the confidentiality agreement
 - ✚ Ensure that all the employees on his/her site adhered to security rules and Visitors card are worn at all times.

14. Environmental Requirements

- The contractor must carry-out an Environmental risk assessment that will identify all environmental risks. All employees must be familiar with environmental risks, their impact and preventative measures. The contractor must have an environmental management plan (EMP) or Environmental Control Plan (ECP) at all times on site. The contractor/ client must comply with all applicable environmental legislation at all time in the site.

14.1. Integrated Waste Management

- An **Integrated Waste Management Method Statement** must be submitted to the TNPA for written approval.
- WASTE LEGISLATION
- **Definition of Waste:**
- 'waste' means—

- (a) any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes as defined in Schedule 3 to this Act; or
- (b) any other substance, material or object that is not included in Schedule 3 that may be defined as a waste by the Minister by notice in the Gazette,
- but any waste or portion of waste referred to in paragraphs (a) and (b) ceases to be a waste—
 - (i) once an application for its re-use, recycling or recovery has been approved or, after such approval, once it is, or has been, re-used, recycled or recovered;
 - (ii) where approval is not required, once a waste is, or has been, re-used, recycled or recovered;
 - (iii) where the Minister has, in terms of section 74, exempted a waste or portion of waste generated by a particular process from the definition of waste; or
 - (iv) where the Minister has, in a prescribed manner, excluded a waste stream or any portion of a waste stream from the definition of waste.
- Interpretation:
 - Waste falls under any one or more of the following categories:
 - (a) any substance, material or object that is unwanted, rejected, abandoned, discarded or disposed of by the holder of that substance, material or object; or
 - (b) any substance, material or object that is intended or required to be discarded or disposed of by the holder of that substance, material or object; or
 - (c) wastes defined as waste by the Minister by notice in the Gazette
 - Schedule 3 wastes are regarded as wastes and already included in the abovementioned two categories (a) and (b) above.
 - The definition makes provision that waste can be either exempted or excluded from the definition of waste. The procedure for exemption is set out in sections 74-77 of the Waste Act. The procedure for the exclusion from the definition of waste must be prescribed by regulation. The Department is in the process of drafting the regulations. Until such time

that the regulations are published for implementation, the Department provides Industry with the attached application form that should be utilised until such time that the regulations are in place.

- The Contractor shall institute on-site waste management general duties 16 (1e-f) Holder of waste must' within the holder's power' take all reasonable measures:-
 - Disposed responsible manner:
 - Not endanger health/environment/cause nuisance-noise, odour or visual impact
 - Prevent any employee/any person under supervision from contravening this Act
 - Prevent the waste used for unauthorised purpose
 - Contravenes or fails to comply – liable with a fine not exceeding R10M
- The waste management program will address, but is not limited to, the following:
- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste;
- Compliance with local authority requirements;
- Auditing and monitoring;
- Methods for dealing with spillages and clean up.
- All waste shall be collected and contained immediately. Contractor shall institute a clean-up of the site if so instructed by the TNPA SHEQ Officials. This clean up shall be for the contractor's account.
- Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is recommended. The bins shall be provided with lids and an external, secure closing mechanism to prevent their contents blowing out. Contractor shall ensure that all waste is deposited by his/her employees in the waste bins for removal by the local authority. Bins shall not be used for any purposes other than

waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites and disposal certificate must be produced.

14.2. Dust / Smoke Control

- A **Dust Control Method Statement** must be submitted to the SHEQ Manager for written approval, where applicable.
- The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the TNPA SHEQ Manager/Construction/Projects Safety Officer **48 hours in advance** of anticipated “unavoidable” dust/smoke-generating activities.
- No vehicles are allowed to leave the Port covered with dust/mud/sand; vehicles must at all times be kept clean.
- Special precautions should be taken to minimise the generation of dust in the vicinity of the following sensitive areas:
 - ✚ Administration office blocks
 - ✚ Residential areas
 - ✚ Other (as specified by TNPA)

14.3. Noise Control

- The Contractor shall take precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.
- The Contractor shall comply with the applicable Bylaw Regulations with regards to noise, to be included into their detailed method statements.

14.4. Transportation

- Transportation of passengers in the load box of a bakkie will not be permitted in the Port.
- No transportation of passengers and material/equipment on the same load box will be allowed on site and in the Port.

- No hanging over the back of a bakkie or truck by people will be allowed within the Port of Cape Town. Bakkie(s) with an appropriate canopy and appropriate seating should be used for the transportation of people in the Port and on site.
- Speed limit within the Port is strictly 60 km/h unless otherwise indicated and no speeding will be tolerated.

15. General Site Procedure

15.1 Site establishment

- The Contractor is advised that certain areas within the port have been identified as being Environmentally Sensitive Areas. The contractor shall ensure that the construction activity has been carried out in a manner which the environment is been protected.
- In order to minimize adverse impacts to the sensitive area during construction activities the, sensitive area shall not be entered or used for any purpose unless a written motivation has been submitted to the SHEQ Manager by the Responsible Person, and a written approval has been received from the SHEQ Manager.
- The Contractor shall prevent physical disturbance or pollution of these areas. The SHEQ Manager may impose conditions on operations in or near sensitive area including instructing the Responsible Person to restrict the number of construction personnel and equipment operating near sensitive area in the port.

15.2. Site Camp

- Prior to establishment TNPA shall approve the location and size of the Contractor's Camp.
- It is also the responsibility of the contractor to ensure that the Contractor's Camp is neat and tidy and labourer's facilities are of acceptable standards.
- Proper housekeeping should be maintained at all times by the Contractor as it will also from the basis of the routine TNPA inspections.

15.3. Demarcation of the site

- It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment and the surroundings landowners.
- Contractor shall demarcate the boundaries of the site in order to restrict construction activities to the site.
- The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TNPA prior to any work being undertaken.
- The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TNPA.

15.4. Handling of waste in site camp

- Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:
 - Hazardous waste (including old oil, diesel, petrol tins, paint, bitumen, etc.)
 - Recyclable waste (paper, tins, glass etc)
 - General waste
 - Reusable construction material
- Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable, well-managed conservancy tank. The design specifications for conservancy tanks shall be submitted to the TNPA for approval. Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. Contractor shall employ a suitably qualified sub-contractor or the local authority to empty the conservancy tank.
- Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

- Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s) for the duration not exceeding the required time of the Waste legislation, and shall be clearly marked. If deemed necessary by the TNPA, the Contractor shall obtain the advice of a specialist waste expert with regard to the storage of hazardous waste. Such waste shall be disposed off site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Responsible Person (Holder of Waste) must maintain records proving the correct disposal of hazardous waste.
- The TNPA shall be consulted about, and agree to, the method of storage and disposal of hazardous waste prior to the submission of a method statement.

15.5. Servicing / Refuelling of Construction Equipment

- Servicing and fuelling should preferably occur off site at designated Fuel Service Stations.
- However if these activities occur on site, the contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the TNPA. All waste generated by these activities shall be managed. The waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed at the Contractor's cost.
- Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the TNPA. The contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the contractor shall ensure that he/she has appropriate absorbent materials (or equivalent) and/or preferably drip trays available to collect any oil, fluid, etc.

15.6. Fuels and Chemicals

- Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.
- Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing and before long weekends and holidays.
- Used oil shall be stored at a central location on site prior to removal off site. Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.
- Should the TNPA SHEQ Manager and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the contractor's account. The TNPA SHEQ Manager and relevant authorities, if appropriate shall approve remedial action.

15.7. Tanker Terminal

- The contractor should comply with all applicable legislation, procedures and good practise of the tanker terminal. The contractor shall adhere to all the rules of this tanker terminal. These rules includes but not limited to the following:
- Cameras equipment that contains batteries may produce incentive spark from the flash or the operation of electrically-powered items aperture control and films winding mechanism. Therefore this equipment should not be used in hazardous areas, unless it is certified as being suitable for use in the hazardous area.
- Communication equipment can be used unless it is certified intrinsically safe or other approved design.
- All communication equipment such as telephone, talk back system, signal lamps, search lights loud hailer, cellular phoned, cigarette lighters , closed circuit television and

electrical control for ship whistling should neither be used nor connected or disconnected when the area in which they are positioned come within the boundary of shore hazardous zone

- No open flame as well as smoking is allowed in the Class 1 zone.

16. Site Rehabilitation

- Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into the open space or buffer zones (e.g. pipeline routes, road fringes and roads).
- All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site without the written approval of the TNPA. No dumping of many materials or aggregate without written approval from the SHEQ Manager.

17. Management and Monitoring

- This section focuses on the systems and procedures required to ensure that the SHE Specification are effectively implemented. The emphasis is on monitoring, training and penalties/incentives aimed at ensuring compliance to the SHE Specification, Method Statements and SHE Legal requirements. Suitable documentation and external checks are crucial to ensure compliance and methods to achieve this are also presented in this section.

18. General Inspection Monitoring and Reporting

- TNPA shall:
 - ✚ Conduct SHE inspections at a frequency determined by the level of risk of the project.

- ✚ The Contractor is always expected to be legally compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- ✚ Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.
- ✚ Provide the contractor with a monthly written report, detailing compliance and non-compliance with the SHE Specification, Method Statements and applicable SHE Legislation, as well as SHE performance. This SHE Performance and Compliance Report will be available to the Authorities, if it required by a RoD or Environmental Authorisation.
- ✚ Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc) as well as corrective and preventive actions taken, for submission to the SHEQ Manager at the scheduled monthly report back meetings.
- ✚ If any major non-conformance and/or incident occur, TNPA reserves the right to stop work on site until the incident/non-conformance has been cleared or remedied to the satisfaction of TNPA. All costs incurred will be for the contractor's account including stoppage time, or time lost.
- ✚ Conduct regular internal audits to ensure that the system for implementation of the SHE Specification, Method Statements and Risk Assessment are operating effectively. The audit shall check that a procedure is in place to ensure that:
 - ✚ the method statements, SHE Specification and Risk Assessment being used are the current versions;
 - ✚ variations to the Risk Assessment/Method Statements and non-compliances and corrective actions are documented; appropriate SHE training of personnel is undertaken;
- Emergency procedures are in place and effectively communicated to personnel.

19 Licensing and Permits

- Any activity that requires a licence, permit of authorisation from the Port Authority or any Government Authority that is prescribed by legislative requirements must be obtained before the undertaking of the work. The contractor shall strictly comply with conditions and requirements pertaining to the issue of such permits. The contractor shall ensure compliance to these licences, permits or authorisations at all times. These include, but are not limited to the following;
 - ✚ Hot work permit
 - ✚ Cold work permit
 - ✚ Working in confined spaces,
 - ✚ Lock out certificate (in particular when doing electrical work)
 - ✚ Working at height (above 3 meters)
 - ✚ EIA-Record of Decision/Environmental Authorisation(usually conducted independently and provided by TNPA)
 - ✚ Gas free certificates
 - ✚ Isolation permits
 - ✚ Diving permits
 - ✚ Working with spark (Tanker terminal)
 - ✚ Heavy lifts
 - ✚ Work on electrical equipment
- The permit is essentially a document which describes the work to be done and the precaution to be followed while doing the work; it sets out all necessary safety procedures and the equipment. The permit should clearly specify the particular item of equipment or area involved the extent of work permitted, what condition are to be observed and time and duration of validity. The number of permit required will vary with the complexity of planned activity.

Dredging

Dredging around the South African ports is necessary to create and maintain shipping channels, adequate berths and safety within the harbour, in order to facilitate trade and minimise risk for the organisation. Dredging is essential to maintain navigation in ports, harbours, marinas and inland waterways; for the development of port facilities; for flood mitigation; and for removal of sediments from structures, basins and water intakes.

Dredging is the excavation, lifting and transport of underwater sediments and soils for the construction and maintenance of ports and waterways. Dredging is essential for the following reasons:

For navigation in ports, harbours, marinas and inland waterways,

For the development of port facilities; for flood mitigation;

For removal of sediments from structures, basins and water intakes.

The Port of Cape Town conducts two types of dredging i.e. capital and maintenance dredging.

Capital dredging is necessary to create port, Harbour, and navigable waterways. This type of dredging is undertaken as part of development of new berths and deepening of existing berths.

Maintenance dredging is to maintain adequate water depths for safe navigation by periodic removal of sediment accumulated within shipping channels through natural and human induced sedimentation.

The dredging can also occur for other purposes, such as environmental remediation of contaminated sediments.

Dredging and dredged material disposal inherently involves disturbance of existing substrates which may result in physical and ecological impacts on the environment. Hence, this environmental management plan (EMP) is in place to limit and minimise the potential environmental impacts associated to dredging, as well as the associated financial and reputational implications for the organisation. This EMP identifies the main potential impacts from such an activity and provides guidance regarding the implementation of adequate measures to limit and minimise those impacts.

Transnet National Ports Authority (TNPA), Port of Cape Town through its Safety, Health and Environment Integrated Management System Policy, is committed to ensuring that all TNPA, Port of Cape Town activities comply with all applicable environmental legislation and to minimize negative impact of port activities on the environment.

Transnet National Ports Authority, Port of Cape Town is committed in ensuring that dredging activities within the Port are undertaken in an environmentally acceptable manner and in compliance with the applicable environmental legislation.

ANNEXURE A

PRE CONSTRUCTION HEALTH AND SAFETY SUBMISSIONS

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase Health and Safety plan where applicable.

Requirement	OHS Act Requirement	Submission Date
Notification of Intention to Commence Construction / Building Work	Construction Regulation	Before commencement on site
Assignment of Responsible Person to manage Construction Work	All relevant appointments, as per OHS Act and Construction Regulations	Before commencement on site
Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
Occupational Health and Safety Policy	OSHACT	Together with H&S plan
Health and Safety Organogram	Client requirements	Together with H&S plan
Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction regulation	Together with H&S plan
Health and Safety Representative	OSHACT	Submit as soon as there are more than 20 employees on site

ANNEXURE B

PRINCIPAL CONTRACTOR: PRE-CONSTRUCTION HEALTH AND SAFETY APPOINTMENTS

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointments	OHS Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8 (1)	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties
Assistant construction manager	CR 8 (2)	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Manager.
Health and safety officer	CR 8(5)	Register with statutory body approved by Chief inspector and have the necessary competencies and resources to assist the contractor
Construction supervisor	CR 8 (7)	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties
Assistance Construction supervisor	CR 8 (7)	Same duties as above
Contractor	CR 7 (1)(c)(v)	
Temporary works designer	CR 12 (1)	
Competent Person- Risk Assessment	CR 9(1)	A competent person, as defined in regulation 1, who has in respect of the work or task to be performed the required knowledge, training and experience and where applicable qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the national qualification framework act 2000 (act no.67 of 2000 (competent person)
Fall Protection Plan	CR 10 (1)(a)	Competent person
Excavation work supervisor	CR 13 (1)(a)	Competent person
Demolition work Supervisor	CR 14 (1)	Competent person
Scaffolding work supervisor	CR 16 (1)	Competent person

ANNEXURE D

CONTRACTOR MANAGEMENT CHECKLIST

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	daily	Attendance registers	
Health and Safety Reports	Monthly	Report Covering : <ol style="list-style-type: none"> 1. Incidents/accidents and investigations 2. Non conformances by employees and contractors 3. Internal and external H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedures	Table procedures in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General inspections	Weekly & daily	Report OHS Act compliance : <ol style="list-style-type: none"> 1. Scaffolding 2. Excavations 3. Formwork & support work 4. Explosive tools 	
General inspections	Monthly	<ol style="list-style-type: none"> 1. Fire-fighting equipment 2. Portable electrical equipment 3. Ladders 4. Lifting equipment /slings 	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractor's workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

ANNEXURE E

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

[In terms of Regulation 3(2) of Construction Regulations, 2014]

The application must be submitted with the following documents:

1. Health and Safety specification
2. Health and Safety Plan
3. Baseline risk assessment

1. Name , postal address and telephone numbers of the client:

2. Details of the Agent.

- a. Title, Surname and Initials _____
- b. Identity number /Passport Number _____
- c. Registration number with SACPCMP _____
- d. Office Tel. number and /or Mobile number _____
- e. Postal address _____

3. Name, postal address and telephone numbers of the appointed principal contractor.

4. Name ,Postal address and telephone numbers of designer of the project:

5. Name ,Postal address and telephone numbers of the following persons:

a. Construction Manager:

b. Construction Health and Safety Manager:

c. Construction Health and Safety Officer:

6. Exact physical address of the construction and site office:

7. Nature of Construction work:

8. Expected Commencement date:

9. Expected Completion date:

10. Estimated maximum number of persons on the construction site

11. Planned number of contractors on site accountable to principal contractor

12. Name(s) of Contractors appointed:

13. _____
Signature of Client/Client's Agent

14. _____
Signature of the Principal Contractor

FOR OFFICE ONLY



Authorization /Unique No.	Labour Centre	Official Approval Stamp
----------------------------------	---------------	-------------------------

15. Date of application: _____

16. Submitted documents prescribed in Construction Regulation 5(4) (please Tick ✓):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
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17. Results of the application (please Tick ✓):	Approved		Declined	
---	----------	--	----------	--

18. Reason for declining the application :

19. _____

Signature of the Supervisor

20. _____

Signature of revoking Officer /Inspector

ANNEXURE F

NOTIFICATION OF CONSTRUCTION WORK

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

(b) Name and tel.no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

(b)Name and tel.no of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

(b)Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's supervisor on the site appointed in terms of regulation 8(1).

6. Name/s of principal contractor's sub-ordinate supervisor on site appointed in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female: _____

12. Planned number of contractors on the construction site accountable to principal contractor: _____

13. Name (s) of contractors already selected.

 Principal Contractor

 Date

 Client's Agent (where applicable)

 Date

 Client

 Date

**THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT
 OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON S**

ANNEXURE G

CONTRACTORS CHECKLIST **SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS**

CONTRACTOR	YES	NO	COMMENTS
1. 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)			
2. Contractor scope of work information (Company Profile)			
3. 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			
4. APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK			
5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
MANAGEMENT PLANS			
6. Copy of reference documents: Health, Safety and Environmental Specification Including a signed register of communication to Managers, Supervisors & Safety Officers			
7. Contractor Health & Safety Plan correlating with TNPA Health and Safety Specification			
8. Contractors Health and Safety Policy			
9. Contractors Incident Management Plan			
10. Site Specific Emergency Plan			
11. Contractors Traffic Management Plan (if applicable)			
12. Contractor Environmental Management Plan correlating with TNPA Environmental Plan			
13. Procedure for handling Hazardous Chemical Substances and Applicable MSDS.			
APPOINTMENTS			
14. Fully completed Appointments of the following but not limited to:			
<ul style="list-style-type: none"> Sec. 16(2) – Delegated Authority (Assistant to the CEO) 			
<ul style="list-style-type: none"> CR 8(7) – Construction Supervisor 			



• CR 8(8) – Assistant Construction Supervisor			
• CR 8(5) – Construction Safety Officer			
• CR 9(1) – Risk assessor			
• CR 10. (1)(a) – Fall Prevention Coordinator (if applicable)			
• 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 for safety training courses will also be attached as required in specifications			
15. Proof of firefighting training CR 29(h) & list of firefighting team members.			
16. Elevated work training (Rescue/ Safety harnesses) – accredited Training <i>(If applicable)</i>			
17. Fall Protection Plan by competent person / Rescue equipment <i>(If applicable)</i>			
18. Baseline Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
19. (HIRA) Risk Assessment (Method Statement, Safe Work Procedure) to be generated for each specific task to be performed on the 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 & grub...so only request what is relevant at			

the time.			
20. PPE Policy and most recent issue register.			
INDUCTION			
21. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:			
• Employee scope of work;			
• Proof of site specific induction;			
• Copy of ID Document;			
• Legal Letter of Appointment;			
• Abbreviated CV for Managers, Supervisors & Safety Officers (If not previously included);			
• Proof of competence i.e.: Artisans, drivers, operators etc.;			
• Valid medical certificate of fitness done by an Occupational Health Practitioner			
REGISTERS			
22. Copy of equipment registers to be used with copy of each item's inspection checklist. Copy of nominated responsible person to conduct monthly inspections and proof of their competency. All other statutory registers as required by the OHS Act No. 85 of 1993.			
• Site visitors register			
• Excavation Inspection Register			
• Hand tools Inspection register			
• Barricading Inspection Register			
• Traffic Inspection Register			
• Mobile Toilet Inspection Register			
• Daily Risk Assessment and Toolbox Talk			
• PPE Inspection Register			
• First Aid kit Inspection Register			
• Fire Fighting Equipment Register			
• Portable electrical Equipment Register			
• Pneumatic Tool Register			
• Compressor Checklist			
• Ladder Inspection Register			
• Vehicle Inspection Register			
• Working at Height Equipment Register			
OTHERS			
23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:			
• CR 5.1(k) Principle Contractor appointment			
• CR 7(1)(c)(v) Sub Contractor appointment			
24. Training Matrix (Management and Supervisors)			
25. Copy of the OHS act, COID and Construction Regulation 2014			

SHE DEPARTMENT CONTACTS

NAME	DESIGNATION	TELEPHONE	E-MAIL
Motlagomang Chobokoane	SHEQ Manager	083 283 3451 021 449 4735	Motlagomang.chobokoane@transnet.net
Moleboheng Methola	Risk Manager	021 449 4817 083 7552532	Moleboheng. Methola @transnet.net
Jeanette Ramatapa	Risk Specialist	021 449 2152 060 579 7889	Jeanette.ramatapa@transnet.net
Michael Jacobs	Risk Specialist	021 449 2725 083 419 4580	Michael.jacobs@transnet.net
Thozama Khophe	Risk Specialist	021 449 2471 083 260 3474	Thozama.khophe@transnet.net
Phumlile Zondi	Risk Specialist	021 449 3182 0837047139	Phumlile.Zondi@transnet.net
Michael Melato	Environmental Specialist	021 4492152 083 460 0021	Michael.melato@transnet.net
Bongani Dilima	Environmental Specialist	021 4492736 083 460 3261	Bongani.Dilima@transnet.net
Johnny Loji	Fire Chief	021 449-5848 083 561 8803	<u>Johnny.loji@transnet.net</u>

Michael Melato & Michael Jacobs-Mohajane

Reviewed: Jeanette Ramatapa

**APPOINTMENT AS AN AGENT IN TERMS OF CONSTRUCTION REGULATION 5(5) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY:.....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you.....
Full name

as the Health and Safety Agent in terms of the Construction Regulations for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to the duties of a client as set out in the Construction Regulations.

A copy of the Construction Regulation of the OHSA is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature:
Manager (for employer)

Signature:
Witness

Designation:

Designation

Date:

Date:

ACCEPTANCE

Iunderstand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:

Date:

**APPOINTMENT AS A TEMPORARY WORK DESIGNER IN TERMS OF CONSTRUCTION
REGULATION 12(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS
AMENDED**

NAME OF COMPANY:

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you.....
Full name

as the competent person to design, inspect and approve the erected temporary works for the following
project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 12.
2. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to formwork and support work.

A copy of the Construction Regulation of the OHSA is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature:
Manager (for employer)

Signature:
Witness

Designation:

Designation

Date:

Date:

ACCEPTANCE

Iunderstand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:

Date:

**APPOINTMENT AS A CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION
 8(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY:.....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure full
 compliance with the Construction regulations, hereby appoint you.....
Full name
 as a Construction Manager for the following project:

YOUR RESPONSIBILITIES ARE TO:

1. Manage all Construction work on the premises in accordance with CR8 (1) to ensure the requirements of the Construction Regulations are adhered to.
2. Manage and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and (GNR 1020 of 18/7/2003).
3. Ensure compliance with all the requirements of the National Building Regulations.
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.

A copy of the said Construction Regulations and a copy of the health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and the plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature:
Manager (for employer)

Signature:
Witness

Designation:

Designation

Date:

Date:

ACCEPTANCE

Iunderstand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:

Date:

Mandatory Agreement

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

AGREEMENT WITH MANDATORY

In terms of Section 37(1) & (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet SOC Ltd

(Hereinafter referred to as the Employer)

AND

(Hereinafter referred to as Mandatory (Principal Contractor))

Compensation Fund Number :

Project Name :

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28. HEADING

PREAMBLE

WHEREAS section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

AND WHEREAS Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

AND WHEREAS TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 "Act" means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 "Agreement" means this Mandatory agreement;
- 1.3 "Contractor " means the Mandatory;
- 1.4 "COID Act" means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 "Effective Date" means the date of signature of this Agreement by the last party signing hereto;
- 1.6 "Employer" refers to TRANSNET SOC LTD;
- 1.7 "Mandatory" means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 "Parties" means TRANSNET SOC LTD and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.9 "Principal Contract" means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 "Regulations" means regulations promulgated in terms of the relevant legislation.
- 1.11 "Section" means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 "Services" means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 "TRANSNET SOC LTD" means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

3. REPORTING

- 3.1 The Mandatary 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 of the Employer.

4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of 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 OHS Act.
- 4.2 The Mandatary 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, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary 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 Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary 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.
- 5.3 Notwithstanding the provisions of the above, the Mandatary 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.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is 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.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

7. ACCESS TO THE OHS ACT

- 7.1 The Mandatary 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 Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. COOPERATION

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

9. WORK PROCEDURES

- 9.1 The Mandatary 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 Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary 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 such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary 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.

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary 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.
- 13.2 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.

14. SUBCONTRACTORS

- 14.1 The Mandatary 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:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 14.1.4 The Mandatary 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.

15. SECURITY AND ACCESS

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary 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.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary 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 Employer's premises.

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary 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.

- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

17. ABLUTION FACILITIES

- 17.1 The Mandatary 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.

18. HYGIENE AND CLEANLINESS

- 18.1 The Mandatary 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.

19. NO NUISANCE

- 19.1 The Mandatary 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.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

20. INTOXICATION NOT ALLOWED

- 20.1 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.

21. PERSONAL PROTECTIVE EQUIPMENT

- 21.1 The Mandatary 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 Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

22. PLANT, MACHINERY AND EQUIPMENT

- 22.1 The Mandatary 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.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary 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 in terms of health and safety when properly used.

23. NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 23.1 The Mandatary hereby acknowledges 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 Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

24. TRANSPORT

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

- 25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

26. DURATION OF AGREEMENT

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

27. NON COMPLIANCE WITH THE AGREEMENT

- 27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,
- 271.1 to suspend the main Agreement; or
- 27.1.2 To claim immediate performance and/or payment of such obligations.
- 27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

28. HEADINGS

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them 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 _____ 201__

For and on behalf of the Employer

Witnesses:

1. _____

2. _____

at _____ on the _____ day of _____ 201__

for and on behalf of the Mandatary

Witnesses:

3. _____

4. _____



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

www.etenders.gov.za or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

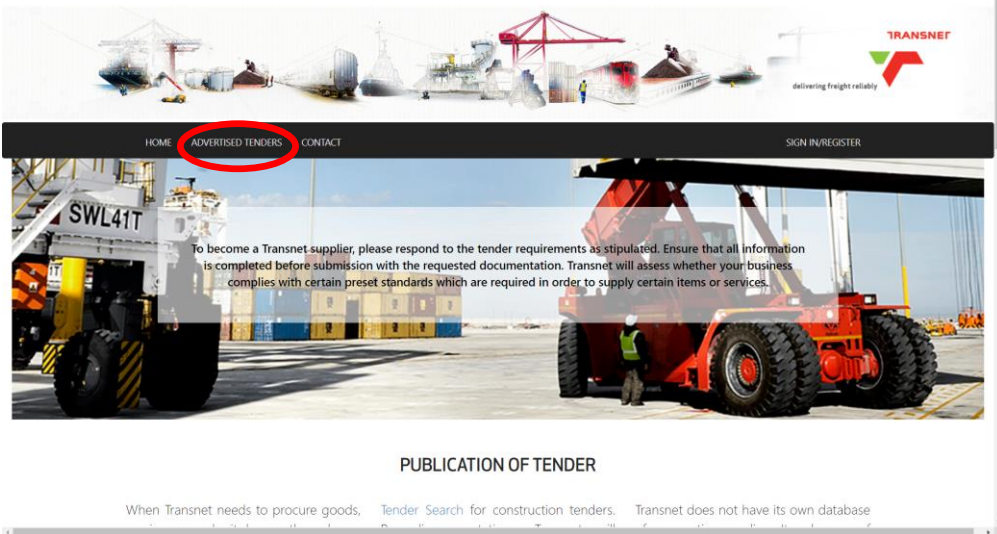
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

- eTender Links
- Transnet SOC Ltd Tenders
 - Transnet Port Terminals RFQ/Tenders
 - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date



Topics

- Tender Requirements
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- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/Rfq	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entries

FirstPrevious12NextLast

Activate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

delivering freight reliability

HOMEADVERTISED TENDERSCONTACT

[SIGN IN/REGISTER](#)


To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Topics

- Tender Requirements
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2. Enter your email address and click on the **Send Verification Code** button.

< Cancel



Send verification code

Organization Type

Organization Type

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

Change e-mail

Country/Region

Country/Region

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

Verification code has been sent to your inbox. Please copy it to the input box below.

Verify code

Send new code

5. Click on the Create button

Country/Region

South Africa

Test info

Test info

Create

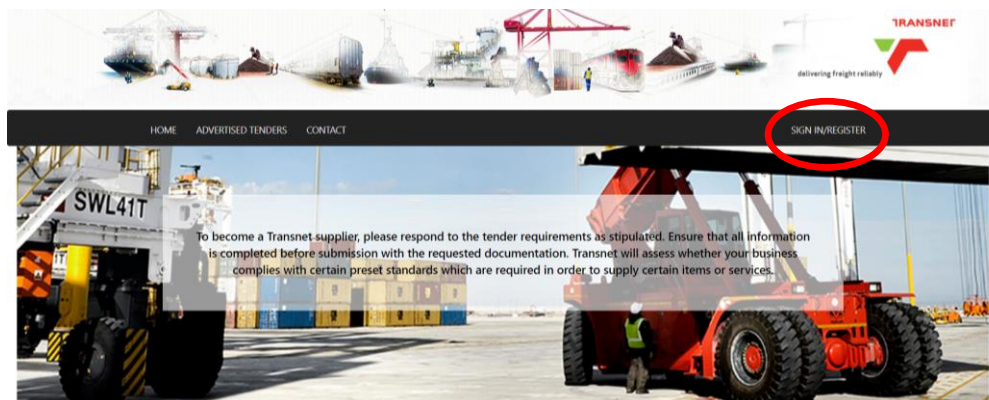


Topics

- Tender Requirements
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Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

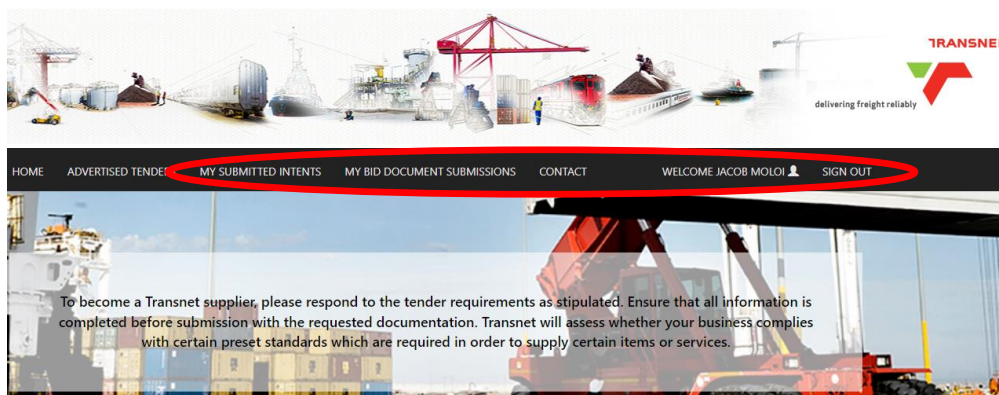
[Forgot your password?](#)

Don't have an account? [Sign up now](#)

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.



Topics

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View Tender Details

1. Click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	<div>View Details</div>
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	<div>View Details</div>
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	<div>View Details</div>
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	<div>View Details</div>

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number	TE/2022/01/0012/RFQ	Briefing Session
Name Of Tender	QA Public RFQ	Closing Date 1/26/2022 12:00:00 AM
Description	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)	Attachments
Tender Type	RFQ	<div>Excel File.xlsx</div>
Contact Person	Sonwabile Mmatyana Transnet Corporate Johannesburg	<div>JPEG File.jpg</div>
Contact Person Email Address	Sonwabile.Mmatyana@transnet.net	<div>PDF File.pdf</div>
Date Published	1/19/2022 1:51:25 PM	<div>PNG File.PNG</div>
Closing Date	1/26/2022 12:00:00 AM	<div>PowerPoint File.pptx</div>
Briefing Date And Time		<div>Text File.txt</div>
Briefing Details		
Location Of Service	Carlton Centre	
Name Of Institution	TE	
Tender Category	Goods	

Log An Intent To Bid

Activate V
Go to Setting

2. A notification will be displayed informing you that your **intent has been successfully submitted**.

Intent to Bid

Your request to log an intent to bid has been succesfully submitted.

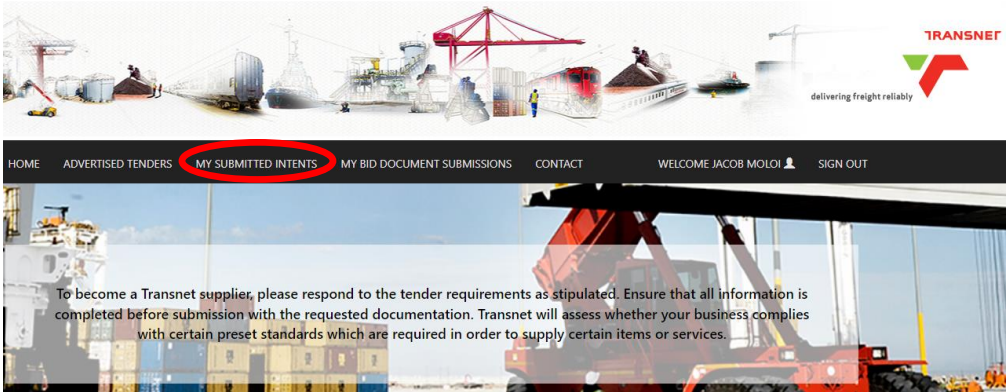
Close

Topics

- Tender Requirements
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View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show

10

 entries

Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	<div>View Details</div>
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	<div>View Details</div>
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	<div>View Details</div>
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	<div>View Details</div>
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	<div>View Details</div>
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	<div>View Details</div>
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	<div>View Details</div>

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk For Clarity

Submit Tender Documents

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

Topics

- Tender Requirements
- Advertised Tenders
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- Ask for Clarity / Submit query
- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

QA Public RFQ

TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

- Under 'Submit Queries Below' type your questions in the fields.
- Click on the **Delete (trash can)** button to delete a field (row)
 - Click on the blue **Add (+)** button to add another field (row)
 - Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Submit queries below

Q1

Q2

Q3

Submit All Questions

Cancel

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary

Ask For Clarity

Submit Tender Documents

Q3

No Response From Transnet

Q1

No Response From Transnet

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

6. At the bottom of the screen you can **add additional questions**

Submit queries below

Submit All Questions

Cancel

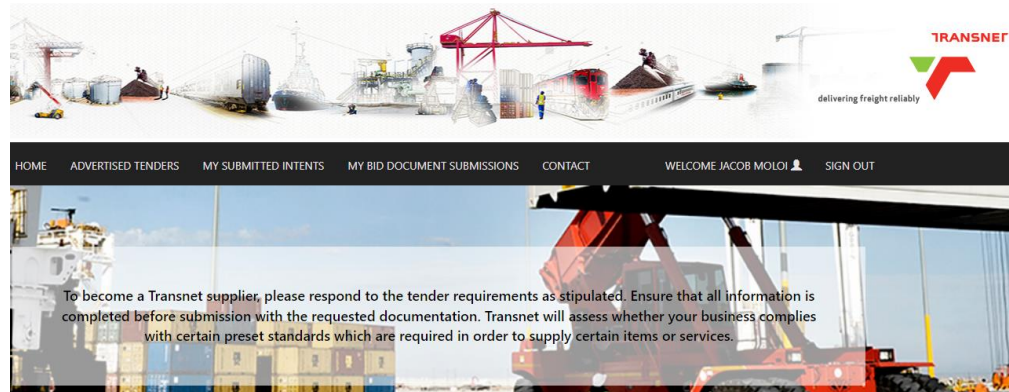


Topics

- Tender Requirements
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- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show entries

Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.
5. Click on **Submit Bid**

QA Public RFQ
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 TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

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