

## **TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

### **REQUEST FOR QUOTATION [RFQ] No TNPA/2024/02/0016/57528/RFQ**

**FOR THE PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.**

<b>ISSUE DATE:</b>	<b>06 March 2024</b>
<b>COMPULSORY - BREIFING SESSION:</b>	<b>13 March 2024</b>
<b>CLOSING DATE:</b>	<b>26 March 2024</b>
<b>CLOSING TIME:</b>	<b>16:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>60 Business Days from Closing Date</b>

#### **Note to the bidders:**

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

#### **PRE-QUALIFICATION CRITERIA**

- a) Section 8: Certificate of Attendance of a Compulsory RFQ Briefing Session

#### **TECHNICAL PRE-QUALIFICATION CRITERIA – MINIMUM REQUIREMENTS**

- b) Valid certificate of accreditation as an Approved Inspection Authority for Occupational Health and Hygiene issued by the South African National Accreditation System (SANAS).
- c) Valid certificate of registration as an Approved Inspection Authority for Occupational Hygiene issued by the Department of Employment and Labour.
- d) Certified copy of personnel registered with Southern African Institute of Occupational Hygiene (SAIOH).

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	<b>TNPA/2024/02/0016/57528/RFQ</b>	ISSUE DATE:	<b>06 March 2024</b>	CLOSING DATE:	<b>26 March 2024</b>	CLOSING TIME:	<b>16:00</b>
DESCRIPTION	<b>FOR THE PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.</b>						

**BID RESPONSE DOCUMENTS SUBMISSION**

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

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.**

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

- Log on to the Transnet eTenders management platform website/Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)) (please use **Google Chrome** to access Transnet link/site free of charge);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	<b>Taetsi Matlhong</b>	CONTACT PERSON	<b>Taetsi Matlhong</b>
TELEPHONE NUMBER	<b>N/A</b>	TELEPHONE NUMBER	<b>N/A</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<a href="mailto:Taetsi.matlhong@transnet.net">Taetsi.matlhong@transnet.net</a>	E-MAIL ADDRESS	<a href="mailto:Taetsi.matlhong@transnet.net">Taetsi.matlhong@transnet.net</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA

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

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

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

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

## **SECTION 2: NOTICE TO BIDDERS**

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### **3 Responses to RFQ**

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

### **4 Formal Briefing**

A compulsory pre-proposal site meeting and RFQ briefing session will be conducted at **TNPA – HR/Procurement boardroom at 34 South arm Road, Cape Town, 8001** on the **13<sup>th</sup> of March 2024**, at 10h00 for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

4.1 A Certificate of Attendance in the form set out in SECTION 8: Certificate of attendance of compulsory RFQ Briefing Session hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory RFQ briefing Session.

4.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

### **5 Communication**

5.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to **Taetsi Matlhong [taetsi.matlhong@transnet.net] before 12:00 pm on 19 March 2024**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

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

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

5.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Telephone .....

Email: [taetsi.matlhong@transnet.net](mailto:taetsi.matlhong@transnet.net)

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

### **6 Legal Compliance**

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

### **7 Employment Equity Act**

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

### **8 Changes to Quotations**

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

### **9 Binding Offer**

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

## **10 Disclaimers**

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

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

## **11 Specification/Scope of Work**

**Refer to: Annexure A – Scope of Works**

## **12 Legal review**

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

## **13 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of

CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

#### **14 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

#### **15 Tax Compliance**

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

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

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

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

#### **Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

##### **TIP-OFFS ANONYMOUS:**



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

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



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



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



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



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



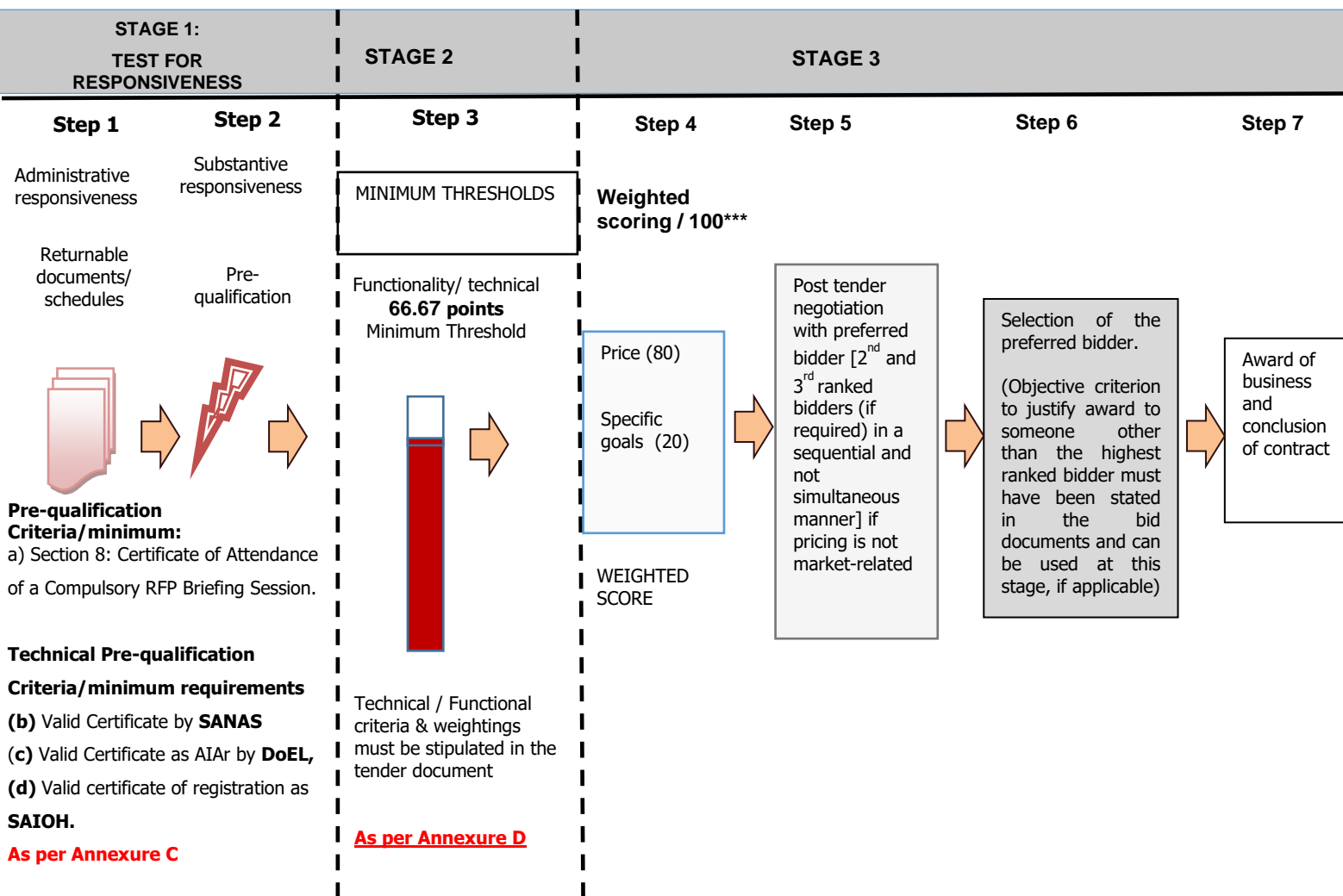
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## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

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



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

The test for administrative responsiveness will include the following:

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

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

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

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

<b>Check for substantive responsiveness</b>	<b>RFQ Reference</b>
<ul style="list-style-type: none"><li>Whether any general and legislation qualification criteria set by Transnet, have been met</li></ul>	<i>All sections</i>
<ul style="list-style-type: none"><li>Whether the Bid contains a priced offer</li></ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"><li>Whether the Bid materially complies with the scope and/or specification given</li></ul>	<i>All Sections</i>
<ul style="list-style-type: none"><li><b>Pre-qualification Criteria/minimum:</b><ul style="list-style-type: none"><li>a) Section 8: Certificate of Attendance of a Compulsory RFP Briefing Session</li></ul></li></ul>	<i>Section 8:</i>
<ul style="list-style-type: none"><li><b>Whether any Technical Pre-qualification Criteria/minimum requirements have been met as follows:</b><ul style="list-style-type: none"><li>(a) Valid certificate of accreditation as an Approved Inspection Authority for Occupational Health and Hygiene issued by the South African National Accreditation System (SANAS).</li><li>(b) Valid certificate of registration as an Approved Inspection Authority for Occupational Hygiene issued by the Department of Employment and Labour.</li><li>(c) Certified copy of personnel registered with Southern African Institute of Occupational Hygiene (SAIOH)</li></ul></li></ul>	<i>Scope of Work &amp; Detailed Technical Pre-Qualification Criteria Requirements as per <b>Annexure C</b></i>

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



**1.3 STEP THREE: Minimum Threshold 66.67 points for Technical Criteria**

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

<b>Technical Evaluation Criteria</b>	<b>Points Weightings</b>	<b>Scoring guideline (0 to 3)</b>
<b>1. Competency &amp; Experience of the Company</b> - Service Provider must demonstrate relevant experience in Asbestos Management assessment surveys implementation within the last 8 years. Submission of references from Clients for Comparable Projects. <u>Tenderer to submit signed or stamped written references in a company letter head where Asbestos Management assessment surveys implementation within the last 8 years.</u>	40.00	<b>0</b> = No signed or stamped letter of reference submitted <b>1</b> = One or two signed or stamped letters of reference submitted <b>2</b> = Three signed or stamped letters of reference submitted <b>3</b> = Four or more signed or stamped letters of reference submitted
<b>2. Project Team</b> - Number of years' experience in conducting occupational hygiene surveys must be a minimum of 5 years for occupational hygienists. Must contain the resume of the team undertaking the project. Resumes to contain previous experience in asbestos related work undertaken by each member of the team.	40.00	<b>0</b> = No record of experience submitted <b>1</b> = One CV is submitted <b>2</b> = Two CVs are submitted. <b>3</b> = All CVs or required documentation is submitted
<b>3. Turnaround time: conduct the surveys.</b> - A availability to conduct the surveys should be 90 working days after receiving the request. <u>Tenderer to submit a project schedule</u>	10.00	<b>0</b> = No response (150 working days or more after receiving the request) <b>1</b> = Meeting 50% of the requirement (150 working days after receiving the request) <b>2</b> = Meeting 75% of the requirement (120 working days after receiving the request) <b>3</b> = Meeting 100% of the requirement (90 working days after receiving the request)
<b>4. Turnaround time: Submission of reports</b> • Submission of reports should not exceed four weeks after completion of the surveys. <u>Tenderer to submit a project schedule</u>	10.00	<b>0</b> = No response <b>1</b> = Meeting 50% of the requirement (six (6) weeks after completion of the

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 3)
		<i>survey)</i> <b>2</b> = Meeting 75% of the requirement (five (5) weeks after completion of the survey)) <b>3</b> = Meeting 100% of the requirement (four (4) weeks after completion of the survey)
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>66.67</b>	

Respondents must complete and submit **Annexure D** - which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure D**.

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

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

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

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

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

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

**1.5 STEP FIVE: Post Tender Negotiations**

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

**1.6 STEP SIX: Objective Criteria**

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:

- the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
- a due diligence to assess functional capability and capacity. This could include a site visit;
- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

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

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

## **2 Validity Period**

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

## **3 Disclosure of contract information**

### **Prices Quoted**

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

### **Johannesburg Stock Exchange Debt Listing Requirements**

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

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

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>. Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

#### **4 Returnable Documents**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
<b>Annexure B – Pricing Schedule</b>	
<b>SECTION 8: Certificate of attendance of compulsory RFQ Briefing Session</b>	
<b>Annexure C - Technical Pre-Qualification/minimum requirement</b> (a) Valid certificate of accreditation as an Approved Inspection Authority for Occupational Health and Hygiene issued by the South African National Accreditation System (SANAS) (b) Valid certificate of registration as an Approved Inspection Authority for Occupational Hygiene issued by the Department of Employment and Labour (c) Certified copy of personnel registered with Southern African Institute of Occupational Hygiene (SAIOH)	
<b>SECTION 4: Quotation Form</b>	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
<b>ANNEXURE D: Technical Submission/Questionnaire</b>	
<ul style="list-style-type: none"> <li>Competency &amp; Experience of the Company</li> </ul>	
<ul style="list-style-type: none"> <li>Project Team</li> </ul>	
<ul style="list-style-type: none"> <li>Turnaround time: conduct the surveys</li> </ul>	
Turnaround time: Submission of reports	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFQ	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Copy of valid Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system (Consortia/Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party)	
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 9: Protection of Personal Information	
Letter of good-standing (COIDA) Certificate	
Proof of National Treasury's Central Supplier Database (CSD) Registration	

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

---

 Respondent's Signature

---

 Date & Company Stamp

**SECTION 4**  
**QUOTATION FORM****Refer to: Annexure B – Pricing Schedule**

I/We \_\_\_\_\_

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

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

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

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

**Notes to Pricing:**

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

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

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



**SECTION 5**  
**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

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

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

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

**BIDDER'S DISCLOSURE (SBD4)****12 PURPOSE OF THE FORM**

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

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

**13 Bidder's declaration**

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members /  
partners or any person having a controlling interest in the enterprise have any  
interest in any other related enterprise whether or not they are bidding for this  
contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

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

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

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

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

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

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

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

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

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

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

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

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

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

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

For and on behalf of  _____  duly authorised hereto	AS WITNESS:
Name:	Name:

Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

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

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

**SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b> <ul style="list-style-type: none"> <li>- B-BBEE Level of contributor (1 or 2) - (5)</li> <li>- 30% Black women Owned entities. – (5)</li> <li>- +50% Black Youth Owned Entities – (5)</li> <li>- Entities Owned by People with Disability (PWD) – (5)</li> <li>- Non-Compliant and/or B-BBEE Level -3-8 contributors (0)</li> </ul>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid



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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
30% Black women Owned entities	5
+50% Black Youth Owned Entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

## **5. BID DECLARATION**

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

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

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

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

## **7. SUB-CONTRACTING**

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

( *Tick applicable box* )

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

---

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

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

#### 8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

#### 8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....

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

DATE: .....

ADDRESS .....

.....

**SECTION 8****CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING SESSION**

It is hereby certified that –

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

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

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

attended the RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ on  
\_\_\_\_\_20\_\_\_\_

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE:**

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

**SECTION 9****PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

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

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

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

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

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

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

**TRANSNET**



*national ports  
authority*

# ANNEXURES



# ANNEXURE A:

# SCOPE OF WORK

**TRANSNET NATIONAL PORTS AUTHORITY  
PORT OF CAPE TOWN**

**ANNEXURE A - SCOPE OF WORK**

**FOR THE: APPOINTMENT OF AN APPROVED INSPECTION AUTHORITY FOR THE  
PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL  
PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS**

## Table of Contents

1	BACKGROUND .....	3
2	EXECUTIVE OVERVIEW .....	4
3	SCOPE OF REQUIREMENTS .....	4
3.1	Project Deliverables .....	4
3.1.1	Identification of asbestos in place (Regulation 3) .....	4
3.1.2	Inventory of asbestos in place (Regulation 4) .....	4
3.1.3	Asbestos risk assessment (Regulation 5) .....	5
3.1.4	Asbestos management plan (Regulation 6) .....	5
3.1.5	Information, instruction and training (Regulation 7) .....	6
	• Training of employees who may have incidental asbestos exposure and where sources of potential exposure were identified in the inventory .....	6
	• Development of training material to be used by Transnet when the inventory is reviewed or when deemed a requirement by the health and safety committee. ....	6
4	PROJECT OUTCOMES .....	6
5	TECHNICAL REQUIREMENTS .....	7
6	ADDITIONAL SERVICE PROVIDER REQUIREMENTS .....	7
7	CONTENTS OF THE PROPOSAL .....	8
8	ADMINISTRATION .....	8
9	PERFORMANCE MANAGEMENT OF CONTRACT .....	9
10	CONTRACT DURATION .....	9

## 1 BACKGROUND

Asbestos is an indigenous fibrous mineral that has been mined in a number of sites in Southern Africa and, because of its excellent resistance to heat, has been used to manufacture various products since the 1900's.

The main asbestos mining areas in South Africa were concentrated in the Northern Cape from Prieska northwards to Botswana. Lesser mining activities also took place near Polokwane (Penge) and at Pigg's Peak in Swaziland. The mined asbestos was then transported through the rail network to the ports of Durban, Port Elizabeth and Cape Town for export.

The following types of asbestos containing material (ACM) are found within Transnet operational areas:

- Asbestos cladding, roof and ceiling sheeting, gutters, down pipes, water pipelines, asset, or equipment
- Asbestos cement sheeting (can be found inside old coaches)
- Asbestos cladding inside buildings
- Asbestos blankets, buried stockpiles, and asbestos-contaminated railway sleepers and raw asbestos.

Transnet acknowledges the health issues, (asbestosis, lung cancer and mesothelioma) caused by the inhalation of asbestos fibres and incidental ingestion. Where reasonably practicable, Transnet will prevent the exposure of any employee, contractor or visitor to ACM by using effective control measures such as painting, repair, encapsulation, remediation and removal.

It is against this background that Transnet seeks to appoint a qualified and competent service provider that is accredited by the South African National Accreditation System (SANAS) and registered with the Department of Employment and Labour (Department) as an Approved Inspection Authority (AIA) for Occupational Hygiene to:

- Identify all ACM
- Generate an inventory (Specifics regarding the asbestos types should be provided to inform appropriate risk mitigation measures recommended)
- Conduct a risk assessment in all premises of all identified ACM.
- Develop an Asbestos Management Plan (AMP).

## 2 EXECUTIVE OVERVIEW

The Occupational Health and Safety Act (OHS Act 85 of 1993) and its regulations places the onus on the employer to ensure that the working environment is safe and without risks to the health of their employees.

The effective management of asbestos exposure across Transnet portfolio footprint, will prevent and minimize the potential risk of development of occupational illnesses for its employees, contractors and the communities within which it operates.

## 3 SCOPE OF REQUIREMENTS

The service provider must be an AIA accredited by SANAS and registered with the Department. The AIA's scope of accreditation and registration must include asbestos.

### 3.1 Project Deliverables

#### 3.1.1 Identification of asbestos in place (Regulation 3)

- Identification of all ACM at the workplaces (buildings, equipment, assets, land)
- Analysis of materials if it is uncertain whether the suspected material contains asbestos (Using a SANAS accredited laboratory to do analysis of samples)
- Declaration of asbestos-free status of the workplace.

#### 3.1.2 Inventory of asbestos in place (Regulation 4)

An inventory of all asbestos identified must include, but not limited to:

- The date on which the material was identified.
- Specific area or location as detailed on a floor plan linked to the asset register with co-ordinates (where possible). Produce maps indicating the distribution of material containing asbestos within Transnet at each site per building (where applicable)
- A description of the ACM
- Quantities of the ACM
- The condition of the ACM
- The extent of deterioration of the ACM
- Confirmation of labelling and signage
- The risk categorisation derived from the asbestos risk assessment.
- A description of potential exposure scenarios
- Detailed information on the proposed action plan required (e.g. removal/repair).

### 3.1.3 Asbestos risk assessment (Regulation 5)

The risk assessment must include, but not limited to:

- All identified ACM (from the inventory)
- Specific area or location as detailed on a floor plan linked to the asset register with co-ordinates (where possible)
- Potential to release asbestos fibres.
  - A description of the ACM
  - The condition of the ACM
  - The extent of deterioration of the ACM
  - An indication of how and whether the surface has been treated or not
  - Type of asbestos
- The health impacts of asbestos
- The likelihood of someone disturbing the ACM
  - Main type of activity in the area (Indicating level of activity)
  - Likelihood of disturbance (Location, Accessibility and extent or amount of the ACM)
  - Human exposure potential (number of occupants, frequency of use of area and average time area is in use)
  - Maintenance activity (type of maintenance activity and frequency of maintenance activity)
- The potential for damage or disturbance of ACM
- Risk categorization (Risk score and risk rating)
- Proposed action plan.

### 3.1.4 Asbestos management plan (Regulation 6)

- Develop an AMP detailing the methods, work processes and management plan to be followed to repair, remove and remediate all ACM
- The AMP must be feasible and cost-effective with options and plans for each identified asset.
- Re-prioritise where applicable buildings with ACM for the implementation of remediation measures based on the volumes/amounts of asbestos estimated for the buildings per site and the risks in terms of occupational and public health exposure, legal as well as the wider environmental implications
- Based on the estimated asbestos volumes / amounts, recommend remediation options and plans as well as current prices for removal/repair/encapsulation/remediation and disposal of asbestos waste at registered hazardous landfill sites

- Estimate the total financial liability for Transnet.

### **3.1.5 Information, instruction and training (Regulation 7)**

- Training of employees who may have incidental asbestos exposure and where sources of potential exposure were identified in the inventory.
- Development of training material to be used by Transnet when the inventory is reviewed or when deemed a requirement by the health and safety committee.

## **4 PROJECT OUTCOMES**

- The service provider should ensure that each identified building per site is assessed individually.
- The final report should deal and include the following amongst other requirements per province per site per building(s):
  - An asbestos inventory as detailed in Section 3.1.2
  - Geospatial mapping for the area (co-ordinates)
  - Asbestos-free status declaration
  - Asbestos risk assessments categorized into high, medium and low risk.
  - Outcome of laboratory analysis results where necessary and applicable
  - Asbestos risk mitigation strategies/plans in line with findings
  - An AMP developed in line with the requirements of the AAR.
  - A detailed and comprehensive Scope of Work (i.e. Works Plan) for the execution phase for remedial work of the asbestos indicating:
    - The quantification of the financial liability and plan to meet compliance.
    - Practicability in terms of time of commencement, permits required, disruption to operations (if identified)
    - Cost of technology proposed – including initial capital cost of establishing any treatment facilities, combined with the ongoing operating costs if any
    - Quantify the cost for the entire scope of execution for the treatment and or removal of each identified exposure source in buildings at 95% confidence interval
    - Outlining technical and engineering methodologies that will be relevant and best in terms of safety, health and environmental requirements for the remediation of the identified asbestos within Transnet's buildings per site.

## **5 TECHNICAL REQUIREMENTS**

The service provider must submit the following:

- Valid certificate of accreditation as an AIA for Occupational Hygiene issued by SANAS
- Valid certificate of registration as an AIA for Occupational Hygiene issued by the Department
- The key personnel (competent person) of the service provider should have relevant experience in asbestos related work of at least a minimum of 3 years for occupational hygiene technologist and a minimum of 5 years for occupational hygienist.
- Certified copies of personnel registered with Southern African Institute of Occupational Hygiene (SAIOH) in the category of Occupational Hygiene Technologist and Occupational Hygienist
- Any sub-contractor or specialists contracted by the appointed service provider to undertake work on their behalf should have at least five (5) years' experience in their respective fields of specialization
- Proof of personnel competencies (e.g. Evaluation of technical evaluation/ observations/ training attendance registers) for Asbestos
- Curriculum vitae of personnel must be in detail highlighting work experience, number of years' experience and occupational hygiene training done
- Three (3) written references or names of companies that the service provider has provided similar services to.

## **6 ADDITIONAL SERVICE PROVIDER REQUIREMENTS**

- The service provider's project management for the project shall have experience in the assessment of asbestos, or any other form of asbestos in buildings or on the land and shall demonstrate a proven track record
- The service provider's and his/her sub-contractor, if any, shall have suitably qualified supervisors in charge of this project. The names and qualifications of the supervisors together with full details of their experience in this field of work shall be furnished
- The service provider shall not change the project team as detailed in the organogram submitted by the service provider and approved by the project manager without the prior written approval of the project manager, which approval shall not unreasonably be withheld
- The service provider shall note that any member of Transnet associated with this project is responsible for inspection only and shall not render any assistance, except on the instruction of the project manager



- The service provider should acknowledge the deadlines and schedules associated with the activities to be undertaken
- The service provider is envisaged to have the capacity to conduct the assessment to an appointed province in South Africa, it is expected that this assessment will be undertaken in parallel in all the provinces
- The service provider is envisaged to demonstrate that they will have adequate capacity to conduct the assessment in all the South African provinces
- The service provider shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion, that services and reports are of good quality and that all deliverables as set out are met
- The service provider will be expected to provide two weekly reports for the assessment while ensuring that the final product is achieved as soon as possible
- The service provider should be able to cater transport, accommodation and personal protective equipment in line with Transnet requirements (for its personnel)
- The service provider should be able to cover the Transnet national footprint i.e. throughout South Africa.

## **7 CONTENTS OF THE PROPOSAL**

In order to be considered, the following information shall be provided:

- A title page indicating the tender number and subject, name of the service provider including sub-contractor, address and contact details
- Table of contents
- Executive summary indicating the service provider's understanding of the Scope of Services and overview of the processes to be followed
- Include CV's showing experience, background and track record in similar types of projects
- Provide a detailed team profile, including CV's of sub-contractor and specialists (as and when required) and an organizational structure demonstrating the key team member's skills, experience and their specific function in the team
- Organizational structure/chart indicating the key team members and their specific roles, as well as lines of communication between the team, the service provider and Transnet.

## **8 ADMINISTRATION**

A proposal needs to comply fully with the RFQ requirements (Scope, Administrative, Substantive, Technical, Financial requirements).

## **9 PERFORMANCE MANAGEMENT OF CONTRACT**

Management shall review and monitor each engagement to ensure it is completed within budget and the agreed timeframes, as well as ensuring Transnet receives value for money spent.

A kick-off and a close out meeting between management and the service provider shall be held at the beginning and end of each engagement.

Once the contract is awarded, a contract will be signed between Transnet and the service provider. The contract will be used to manage the performance of the service provider.

## **10 CONTRACT DURATION**

The contract will be for a period of twelve (12) months on an as and when required basis.

# ANNEXURE B:

## PRICING

## SCHEDULE

## ANNEXURE B – PRICING SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATES
	<b>GENERAL</b>			
	<b>MONITORING AND REVIEW</b>			
1	<b>MONITORING</b>			
1.1	<b>Asbestos Management</b>			
1.1.1	Identification of asbestos in place	Per/hour	1	R
1.1.2	Asbestos inventory	Per/hour	1	R
1.2	<b>Asbestos risk assessment</b>			
1.2.1	Information, instruction and training	Per/hour	1	R
1.2.2	Asbestos management plan	Per/hour	1	R
2	<b>REPORT WRITING PER REPORT</b>			
2.1	Asbestos inventory	Per/hour	1	R
2.2	Asbestos risk assessment	Per/hour	1	R
2.3	Asbestos management plan	Per/hour	1	R
3	<b>SAMPLING MEDIA INCLUDING ANALYSIS PER SAMPLE</b>			
3.1	Asbestos	Per/sample	1	R
4	<b>ACCOMMODATION PER NIGHT</b>	Per/night	1	R
5	<b>TRAVELLING PER KILOMETRE</b>	Per/km	1	R
6	<b>CAR RENTAL PER DAY</b>	Per/day	1	R
	<b>Total Rates (Vat Excl)</b>			R
	<b>Add 15% VAT</b>			R
	<b>Total Rates (Vat Incl.)</b>			R

ANNEXURE C:  
TECHNICAL PRE-  
QUALIFICATION  
CRITERIA

ANNEXURE C - TECHNICAL PRE-QUALIFICATION CRITERIA – MINIMUM REQUIREMENTS



FOR THE PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS - TNPA/2024/02/0016/57528/RFQ

Mandatory Documents	Valid certificate of accreditation as an Approved Inspection Authority for Occupational Health and Hygiene issued by the <b>South African National Accreditation System (SANAS)</b> . The service provider must be accredited for the measurement of Asbestos and Hazardous Chemical Substances).	Yes	No	No = Automatically disqualified Yes = allowed to proceed to the next level of technical evaluation	Valid certificate of the accreditation as <b>AIA by SANAS</b> , must be accredited to measure: Noise Lead HCS Asbestos
	Valid certificate of registration as an <b>Approved Inspection Authority for Occupational Hygiene issued by the Department of Employment and Labour</b> . The service provider must be registered for the measurement of Asbestos and Hazardous Chemical Agents).	Yes	No	No = Automatically disqualified Yes = allowed to proceed to the next level of technical evaluation	Valid certificate of registration as <b>AIAr by DoEL</b> , must be registered to measure: Noise Lead HCS Asbestos
	Certified copy of personnel registered with <b>Southern African Institute of Occupational Hygiene (SAIOH)</b> in the category of Occupational Hygienist	Yes	No	No = Automatically disqualified Yes = allowed to proceed to the next level of technical evaluation	Valid certificate of registration as <b>SAIOH</b> , must be registered to measure: Noise Lead HCS Asbestos

# ANNEXURE D: TECHNICAL SUBMISSION

# ANNEXURE D - TECHNICAL SUBMISSION / QUESTIONNAIRE



FOR THE PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS - TNPA/2024/02/0016/57528/RFQ

1	Sub Criteria	Total Weight	Weight	Model Answer	Scoring principal
<b>Pronect Team</b>	Number of years' experience in conducting occupational hygiene surveys must be a minimum of 5 years for occupational hygienists. Must contain the resume of the team undertaking the project. Resumes to contain previous experience in asbestos related work undertaken by each member of the team.	40	40	Tenderer to submit 1. CV stating experience containing previous occupational hygiene surveys 2. Occupational Hygienist must be minimum of 5 years 3.. CV's of each team member containing previous experience in conducting occupational hygiene work, specifically Asbestos	0 = No record of experience submitted 1= One CV is submitted 2 = Two CVs are submitted. 3 = All CVs or required documentation is submitted
<b>2</b>		40			Scoring principal
<b>Competency &amp; Experience of the Company</b>	Service Provider must demonstrate relevant experience in Asbestos Management assessment surveys implementation within the last 8 years. Submission of references from Clients for Comparable Projects.	40	40	Tenderer to submit signed or stamped written references in a company letter head where Asbestos Management assessment surveys implementation within the last 8 years.	0 = No signed or stamped letter of reference submitted 1 = One or two signed or stamped letters of reference submitted 2 = Three signed or stamped letters of reference submitted 3 = Four or more signed or stamped letters of reference submitted
<b>3</b>		10			Scoring principal
<b>Turnaround time: conduct the surveys</b>	•Availability to conduct the surveys should be 90 working days after receiving the request.	10	10	Tenderer to submit a project schedule	0 = No response (150 working days or more after receiving the request) 1 = Meeting 50% of the requirement (150 working days after receiving the request) 2 = Meeting 75% of the requirement (120 working days after receiving the request) 3 = Meeting 100% of the requirement (90 working days after receiving the request)
<b>4</b>		10			Scoring principal
<b>Turnaround time: Submission of reports</b>	•Submission of reports should not exceed four weeks after completion of the surveys.	10	10	Tenderer to submit a project schedule	0 = No response 1 = Meeting 50% of the requirement (six (6) weeks after completion of the survey) 2 = Meeting 75% of the requirement (five (5) weeks after completion of the survey)) 3 = Meeting 100% of the requirement ( four (4) weeks after completion of the survey)
<b>Maximum points for Technical Criteria</b>		100.00			
<b>Minimum Threshold 66.67 points for Technical Criteria</b>		66.67			



# ANNEXURE E:

## SHE

# SPECIFICATION



**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

## Table of Contents

<b>1. INTRODUCTION AND BACKGROUND .....</b>	<b>8</b>
1.1. Background to the Health and Safety Specification.....	8
1.2. Purpose of the Health and Safety Specification.....	8
<b>2. Scope .....</b>	<b>8</b>
<b>3. Interpretations and Responsibilities.....</b>	<b>8</b>
3.1. Application .....	8
3.2. Definitions .....	9
3.3. Responsibilities.....	9
3.3.1. TNPA Department shall; SHEQ .....	9
3.3.2. The TNPA Project or Engineering Manager shall: .....	10
3.3.3. Client/Contractor shall;.....	11
3.3.4. Other Joint Responsibilities: .....	12
3.3.5. Other Requirements .....	12
<b>4. Minimum Administrative Requirements .....</b>	<b>13</b>
4.1. Application for a work Permit (CR 3) .....	13
4.1.1 Notification of Construction work (CR4) .....	15
4.1.2 Permit to work .....	15
4.2. OHS Act Legal Appointments.....	16
<b>4.3. Competency for Contractor's Appointed Competent Persons .....</b>	<b>16</b>
4.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993(COIDA) .....	16
4.5. Occupational Health and Safety Policy .....	17
4.6. Health and Safety Organogram .....	17
4.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard .....	17
Identification and Risk Assessment .....	17
4.8. Health and Safety Representative(s).....	18
4.9. Health and Safety Committees .....	18
4.10. Health and Safety Training.....	18
4.10.1. Induction.....	18
4.10.2. Awareness .....	19
4.10.3. Competency.....	19
4.10.4. Rules of conduct.....	19
4.11. General Record Keeping.....	20



4.11.1. Inspection of equipment and tools. ....	20
4.12. Health & Safety Audits, Monitoring and reporting.....	21
4.13. Emergency Procedures.....	21
4.14. First Aid Boxes and First Aid Equipment .....	22
4.15. Accident / Incident Reporting and Investigation .....	22
4.16. Hazards and Potential Situations.....	23
4.17. Personal Protective Equipment (PPE) and Clothing.....	23
4.18. Occupational Health and Safety Signage.....	24
4.19. Permits.....	24
4.20. Contractors and their Sub-contractors.....	24
4.21. Incentives & Penalties.....	25
5. Physical Requirements.....	25
5.1. Demolition Work.....	25
5.2. Excavations, Shoring, De watering or Drainage .....	25
5.3. Edge Protection and Penetrations.....	26
5.4. Explosives and Blasting .....	26
5.5. Piling .....	26
5.6. Stacking of Materials.....	26
5.7. Speed Restrictions and Protection .....	26
5.8. Hazardous Chemical Substances (HCS).....	26
5.8.1 Handling and storage of HCS .....	27
5.8.2 Labelling of Containers.....	28
5.9. Asbestos.....	28
6. Plant and Machinery .....	28
6.1. Construction Plant.....	28
6.2. Vessels under Pressure (VuP) and Gas Bottles.....	29
6.3. Fire Precautions on construction sites (CR29).....	29
6.3.1 Fire Extinguishers and Fire Fighting Equipment.....	31
6.4. Hired Plant and Machinery .....	31
6.4.1 Equipment and machinery.....	31
6.5. Scaffolding / Working at Heights.....	32



6.6. Temporary work.....	32
6.7. Lifting Machines and Tackle.....	33
6.8. Ladders and Ladder Work .....	33
6.9. General Machinery.....	34
6.10. Electrical Installation and Machinery (CR 24) .....	34
6.10.1 Portable Electrical Tools and Explosive Actuated Fastening Devices .....	34
6.10.2 High Voltage Electrical Equipment .....	35
6.11. Public and Site Visitor Health and Safety .....	35
6.12. Night Work .....	36
6.13 Transport of workers.....	36
<b>7. Occupational Health and Hygiene. ....</b>	<b>36</b>
7.1. Occupational Hygiene .....	36
7.2 Occupational Health.....	37
7.2.1 Fitness for Duty .....	37
7.3 Health Assessments and Health Monitoring.....	37
7.3. Welfare Facilities .....	38
7.4. Alcohol and other Drugs .....	38
7.5. Periodic Medical.....	38
<b>8. Section 37 Agreements.....</b>	<b>39</b>
<b>9. SHE Inspections .....</b>	<b>39</b>
<b>10. SHE Communication &amp; Awareness .....</b>	<b>39</b>
<b>11. Incident and Accident Reporting/ Investigation.....</b>	<b>40</b>
<b>12. Insurance .....</b>	<b>40</b>
<b>13. Security.....</b>	<b>41</b>
<b>14. Environmental Requirements .....</b>	<b>41</b>
14.1. Waste Management.....	41
14.2. Dust / Smoke Control.....	44
14.3. Noise Control .....	44
14.4. Transportation.....	44
<b>15. General Site Procedure.....</b>	<b>45</b>
15.1 Site establishment.....	45
15.2. Site Camp .....	45
15.3. Demarcation of the site .....	46
15.4. Handling of waste in site camp.....	46
15.5. Servicing / Refuelling of Construction Equipment.....	47



15.6. Fuels and Chemicals .....	48
15.7. Tanker Terminal .....	48
16. Site Rehabilitation .....	49
17. Management and Monitoring .....	49
18. General Inspection Monitoring and Reporting .....	49
ANNEXURE A .....	52
ANNEXURE B.....	55
ANNEXURE D .....	56
ANNEXURE E.....	57
ANNEXURE G .....	62
SHE DEPARTMENT CONTACTS .....	65
APPOINTMENT AS AN AGENT IN TERMS OF CONSTRUCTION REGULATION 5(5) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED .....	66
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 .....	67
APPOINTMENT AS A CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED .....	68



## **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	<b>Report Covering :</b> <ol style="list-style-type: none"> <li>1. Incidents/accidents and investigations</li> <li>2. Non conformances by employees and contractors</li> <li>3. Internal and external H&amp;S audit reports</li> </ol>	
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	<b>Report OHS Act compliance :</b> <ol style="list-style-type: none"> <li>1. Scaffolding</li> <li>2. Excavations</li> <li>3. Formwork &amp; support work</li> <li>4. Explosive tools</li> </ol>	
General inspections	Monthly	<ol style="list-style-type: none"> <li>1. Fire-fighting equipment</li> <li>2. Portable electrical equipment</li> <li>3. Ladders</li> <li>4. Lifting equipment /slings</li> </ol>	
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:**

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**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.**

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

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

- a. Construction Manager:

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- b. Construction Health and Safety Manager:

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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	
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18. Reason for declining the application :

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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:

\_\_\_\_\_

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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.

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\_\_\_\_\_  
 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. <b>Site Specific Organogram of reporting structure.</b> This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
2. <b>Contractor scope of work information (Company Profile)</b>			
3. <b>Notification of Construction Work to the Department of Labour:</b> 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. <b>APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK</b>			
5. <b>Valid Letter of Good Standing with FEM/WCA:</b> And proof of relevant insurances to carry out work.			
<b>MANAGEMENT PLANS</b>			
6. <b>Copy of reference documents:</b> 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.			
<b>APPOINTMENTS</b>			
14. <b>Fully completed Appointments of the following but not limited to:</b>			
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)			
• 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			
<b>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</b>			
<b>15.</b> Proof of firefighting training CR 29(h) & list of firefighting team members.			
<b>16.</b> Elevated work training (Rescue/ Safety harnesses) – accredited Training <i>(If applicable)</i>			
<b>17.</b> Fall Protection Plan by competent person / Rescue equipment <i>(If applicable)</i>			
<b>18.</b> Baseline Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
<b>19.</b> (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.			
<b>INDUCTION</b>			
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			
<b>REGISTERS</b>			
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			
<b>OTHERS</b>			
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
<b>Motlagomang Chobokoane</b>	SHEQ Manager	083 283 3451 021 449 4735	Motlagomang.chobokoane@transnet.net
<b>Moleboheng Methola</b>	Risk Manager	021 449 4817 083 7552532	Moleboheng. Methola @transnet.net
<b>Jeanette Ramatapa</b>	Risk Specialist	021 449 2152 060 579 7889	Jeanette.ramatapa@transnet.net
<b>Michael Jacobs</b>	Risk Specialist	021 449 2725 083 419 4580	Michael.jacobs@transnet.net
<b>Thozama Khophe</b>	Risk Specialist	021 449 2471 083 260 3474	Thozama.khophe@transnet.net
<b>Phumlile Zondi</b>	Risk Specialist	021 449 3182 0837047139	Phumlile.Zondi@transnet.net
<b>Michael Melato</b>	Environmental Specialist	021 4492152 083 460 0021	Michael.melato@transnet.net
<b>Bongani Dilima</b>	Environmental Specialist	021 4492736 083 460 3261	Bongani.Dilima@transnet.net
<b>Johnny Loji</b>	Fire Chief	021 449-5848 083 561 8803	<u><a href="mailto:Johnny.loji@transnet.net">Johnny.loji@transnet.net</a></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**

I .....understand 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**

I .....understand 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**

I .....understand 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: .....

**ANNEXURE F:**  
**STANDARD**  
**TERMS AND**  
**CONDITIONS OF**  
**CONTRACT**



**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ASBESTOS ASSESSMENTS (SURVEY) FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.**

**CONTRACT NUMBER**                      **TNPA/2023/12/0004/52721/RFQ**

**DURATION**                                      **TWELVE (12) MONTHS**

**COMMENCEMENT DATE**                      .....

**EXPIRY DATE**                                      .....

## **TABLE OF CONTENTS**

1	SOLE AGREEMENT .....	3
2	CONFORMITY WITH ORDER .....	3
3	DELIVERY AND TITLE .....	3
4	PRICE AND PAYMENT .....	3
5	PROPRIETARY RIGHTS LIABILITY .....	4
6	PROPRIETARY INFORMATION.....	4
7	PROTECTION OF personal INFORMATION.....	5
8	PUBLICITY .....	7
9	NON CONFORMANCE OF SERVICES PROCURED .....	7
10	TERMINATION OF ORDER.....	8
11	ACCESS .....	9
12	WARRANTY .....	9
13	INSOLVENCY .....	9
14	subcontracting .....	9
15	PAYMENT TO SUB-CONTRACTORS .....	10
16	CESSIONs and ASSIGNMENTS as per NT Instruction Note 08 of 2022/2023.....	10
17	supplier integrity pact .....	10
18	DATABASE OF RESTRICTED SUPPLIERS.....	11
19	NOTICES .....	11
20	LAW.....	11
21	GENERAL.....	11
22	COUNTERPARTS .....	12

## **Schedule 1 – SCHEDULE OF REQUIREMENTS**



## **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Goods/Services [**the Goods/Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

## **2 CONFORMITY WITH ORDER**

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

## **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

## **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement,

unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

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

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

## **6 PROPRIETARY INFORMATION**

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

## **7 PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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

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

are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

- viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
  - 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
  - 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
  - 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
  - 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
  - 9.6. Personal Information security breach:
    - a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the

extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **8 PUBLICITY**

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

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

- 9.1 In the case of Goods/services manufactured for and procured by Transnet from the Supplier/Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Supplier/Service Provider whose Goods/ Services do not conform to Transnet standards, specifications and requirements directing the Supplier/Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.
- 9.2 Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service Provider must discharge in order to close the NCR or to terminate the order without giving the Supplier/Service Provider written notice of termination in terms of this Agreement.

## **10 TERMINATION OF ORDER**

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

## **11 ACCESS**

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

## **12 WARRANTY**

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

## **13 INSOLVENCY**

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

## **14 SUBCONTRACTING**

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

Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

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

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

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

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

## **17 SUPPLIER INTEGRITY PACT**

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud



and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself.

## **18 DATABASE OF RESTRICTED SUPPLIERS**

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

## **19 NOTICES**

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

## **20 LAW**

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

## **21 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **22 COUNTERPARTS**

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

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

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

# ANNEXURE G: GENERAL BID CONDITIONS

## **GENERAL BID CONDITIONS**

## TABLE OF CONTENTS

1	DEFINITIONS .....	3
2	GENERAL .....	3
3	SUBMITTING OF BID DOCUMENTS.....	3
4	USE OF BID FORMS .....	3
5	BID FEES .....	4
6	VALIDITY PERIOD.....	4
7	SITE VISITS / BRIEFING SESSIONS .....	4
8	CLARIFICATION BEFORE THE CLOSING DATE .....	4
9	COMMUNICATION AFTER THE CLOSING DATE .....	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS .....	4
12	DEFAULTS BY RESPONDENTS .....	4
13	CURRENCY .....	5
14	PRICES SUBJECT TO CONFIRMATION .....	5
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	5
16	EXCHANGE AND REMITTANCE.....	5
17	ACCEPTANCE OF BID.....	6
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	6
19	TERMS AND CONDITIONS OF CONTRACT .....	6
20	CONTRACT DOCUMENTS .....	6
21	LAW GOVERNING CONTRACT.....	6
22	IDENTIFICATION .....	7
23	RESPONDENT'S SAMPLES .....	7
24	SECURITIES.....	7
25	PRICE AND DELIVERY BASIS FOR GOODS .....	7
26	EXPORT LICENCE .....	8
27	QUALITY OF MATERIAL .....	8
28	DELETION OF ITEMS EXCLUDED FROM BID .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
29	VALUE-ADDED TAX .....	8
30	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	8
31	CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS .....	9
32	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS .....	10
33	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS .....	10
34	DATABASE OF RESTRICTED SUPPLIERS .....	11
35	CONFLICT WITH ISSUED RFX DOCUMENT .....	11

## 1 DEFINITIONS

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

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

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

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

## 4 USE OF BID FORMS

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

## **5 BID FEES**

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

## **6 VALIDITY PERIOD**

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

## **7 SITE VISITS / BRIEFING SESSIONS**

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

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

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

## **9 COMMUNICATION AFTER THE CLOSING DATE**

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

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential 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 VALUE-ADDED TAX**

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

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African 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.

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

#### 29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/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.

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

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

#### 30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**  
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**  
The Supplier/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.

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

#### **31.1 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.

#### **31.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/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.

#### **31.3 Respondent's drawings**

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

#### **31.4 Foreign specifications**

The Respondent quoting for Goods/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.

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

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

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

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

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

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

32.5 If payment is to be made in South Africa, the foreign Supplier/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.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### **33 DATABASE OF RESTRICTED SUPPLIERS**

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

### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

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

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**ANNEXURE H:**  
**NON DISCLOSURE**  
**AGREEMENT**





## **NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the RFQ 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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**ANNEXURE I:**  
**SUPPLIER**  
**INTEGRITY PACT**

**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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