



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/04/0279/RFP

DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

RFP NUMBER	: TNPA/2022/04/0279/RFP
ISSUE DATE	: 06 OCTOBER 2022
COMPULSORY BRIEFING	: 14 OCTOBER 2022
CLOSING DATE	: 04 NOVEMBER 2022
CLOSING TIME	: 16:00
TENDER VALIDITY PERIOD	: 12 weeks from closing date



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T1.1 TENDER NOTICE AND INVITATION TO TENDER**SECTION 1: NOTICE TO TENDERERS****1. INVITATION TO TENDER**

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

DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS
TENDER DOWNLOADING	<p>The RFP may also be downloaded from the Transnet website at www.transnet.net and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.</p> <p>AND/ OR</p> <p>This RFP may be downloaded from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>FREE OF CHARGE</p>
COMMUNICATION	<p>This is to ensure that any required communication (e.g., addenda to the RFP) in relation to this RFP reaches those intending to respond.</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted via Ms TEAMS on the 14 October 2022, at 10:00 [10 O'clock] for a period of ± 2 (two) hours.</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>

	<p>Below is the link to join the meeting.</p> <p>Click here to join the meeting</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>04 November 2022 at 16:00</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

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

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(**Tender Data**)

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

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

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

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

	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Malebo Nooi
	Address:	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5419 / 083 798 0606
	E – mail	Malebo.Nooi@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 <i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
	2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: a) Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) having a minimum B-BBEE Status level 4 of contributor <i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	

3. Stage Three - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

Tenderers must properly complete, duly sign and submit returnable schedule T2.2-03, entitled "Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)", committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade Industry and Competition (DTIC):

- uPVC Pipes - **100%**
- Cement - **100%**
- Valves Products and Actuators - **70%**

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule T2.2-03 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website;

<http://www.the dti.gov.za/industrial development/ip.jsp>

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

4. Stage Four - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4 CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

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

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

5. Stage Five - Functionality:

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

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

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

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- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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- C.2.12 No alternative tender offers will be considered.
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C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:

.....
(insert company name)

- Contact person and details:

.....
.....(insert details)

- The Tender Number: TNPA/2022/04/0279/RFP
- The Tender Description: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HARBOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

Documents must be marked for the attention of:

Employer's Agent: Malebo Nooi

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **16:00** on the **04 November 2022**

Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.



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2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents



C3.11 The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-07-Programme	The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy and hard copy of the programme in Microsoft Projects or Primavera.		
	<p>The tenderer shall provide the proposed programme for design and construct, showing but not limited to the following programme components:</p> <ol style="list-style-type: none"> Ability to execute the works in terms of the Employer's requirements and within the required timeframe as stated in the Contract Data. The programme should clearly demonstrate the start date and end date. The logical sequence, the order of each activity. Planned Completion date, Critical path, Calendar, Key Dates, Float, Clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment. 		10
	The tender must provide an organogram. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.		

Evaluation Schedule: T2.2-08 Organogram	The Organogram chart should indicate the following, as a minimum: <ul style="list-style-type: none">• Key personnel• onsite and off-site management• Reporting lines• Subcontracted works• Number of labourers		4
Evaluation Schedule: T2.2-09 Management & CV's of key personnel	Tenderers are to submit a Team Organogram showing Key Personnel and their respective experience within role & qualifications. Tenderers shall submit copies of SAGC certificates, degrees, and diplomas. All information must be certified by Commissioner of Oaths as a true copy:		
	<i>Qualification and experience of key staff required but not limited to:</i>		32
	Project Manager	5	
	Site Agent/Construction Manager	3	
	Pr Eng/Tech Civil	6	
	Pr/Tech Surveyor (ISO accredited for utility detection) SAGC Registered	6	
	Pr Eng/Tech Mechanical	6	
	Environmental Officer	3	
	Health & Safety Officer	3	
Evaluation Schedule: T2.2-10 Health and Safety Plan	The tender must submit the following documents for Health and Safety		
	1. Tenderer must demonstrate full understanding of the client's health and safety specification	7	11
	2. Overview of the tenderer's Risk Assessment methodology	4	
Evaluation Schedule: T2.2-11 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar works within the past 5 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience:		
	Construction/Designs of similar works as detailed in the Works Information. Project list as minimum shall contain the following information: <ul style="list-style-type: none">• Name of the Client/company• Scope of the Work• Contract Duration• Client Contact Details – Telephone & email	5	15
		10	

	<p>Reference letters should be supplied, for project listed as a similar previous project. The quality of the work should be indicated in the letter. The reference letter should be on a company letterhead, include the contact details of the person referring and must be signed and dated by the Client.</p> <p>The referring companies may be contacted to verify the work. The following can be verified as a minimum:</p> <ul style="list-style-type: none"> • Scope of Work • Duration of work 		
T2.2-12 Evaluation Schedule: Environmental Management Plan	<p>The Tenderer must review the following documents for context to meet the environmental requirements, namely:</p> <ul style="list-style-type: none"> • Transnet National Ports Authority – Port of Saldanha SHE Policy Statement • Contractor Environmental and Sustainability Specification Guidelines 		
	<p>The tenderer must provide evidence of how their Environmental Management System (EMS) will ensure conformance to the undermentioned requirements</p> <ul style="list-style-type: none"> • Submission of Environmental Risk Assessment • Submission of project Environmental Management Plan (EMP) containing 		8
Evaluation Schedule: T2.2-13 Method Statement	<p>Tenderers are to submit a project specific Method Statement highlighting the categories below:</p>		
	<p>The Method Statement must respond to the Scope of Services and outline the proposed methodology including that relating to the construction method and sequence, programme, quality, health and safety and environmental considerations.</p>		20
	<p>The Method Statement should aim to be non-invasive/destructive or mitigate invasiveness in the identification of the services.</p> <p>The Method Statement should cover how work will be carried out using ground scanning suitably calibrated fit for a ground penetrating radar system and cable locators. Calibration certificate shall be provided for equipment used.</p>		

	The Method Statement should cover the identification and classification of all the existing underground services within the boundary of the site and the protection of services.		
	The Method Statement should cover determining route, sizing, depth and junction positions of the underground services		
	The Method Statement should cover exploratory pits execution including position, excavation, backfilling and records keeping.		
	The Method Statement should cover rehabilitation of the affected area to original state when invasive method is used, including all civil and structural elements.		
	The Method Statement should cover the investigation of manholes and access points		
Maximum possible score		100	100

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

T2.2-07	Programme
T2.2-08	Project Organogram,
T2.2-09	Management & CV's
T2.2-10	Health and Safety Management
T2.2-11	Previous experience
T2.2-12	Environmental Management
T2.2-13	Method Statement

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

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

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

C.3.11.

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;
the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 These schedules are required for eligibility purposes:

- T2.2-01 **Stage One: as per PPPFA: Eligibility Criteria Schedule** – Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two: Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:** Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) having a minimum B-BBEE status Level 4
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2) and Annexure C for Local Production and content.
- T2.2-04 **Stage Four as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-05 **Stage Five as a technical pre-qualification criteria** tenderer must be a registered Asbestos Contractor with Department of Labour and must submit a valid copy of Asbestos Certificate.
- T2.2-06 **Stage Five as a technical pre-qualification criteria** - Letter of Good Standing with the Workmen's compensation fund - COIDA

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

- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Project Organogram,
- T2.2-09 **Evaluation Schedule:** Management & CV's
- T2.2-10 **Evaluation Schedule:** Health and Safety Management
- T2.2-11 **Evaluation Schedule:** Previous experience
- T2.2-12 **Evaluation Schedule:** Environmental Management
- T2.2-13 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-14 Authority to submit tender
- T2.2-15 Record of addenda to tender documents
- T2.2-16 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

- T2.2-17: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law
- T2.2-21 Certificate of Acquaintance with Tender Document
- T2.2-22 Service Provider Integrity Pact
- T2.2-23 Supplier Code of Conduct
- T2.2-24 Declaration with POPIA

2.1.4 Financial Statements:

- T2.2-25 Three (3) years audited financial statements

2.1.5 Transnet Vendor Registration Form:

- T2.2-26 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....
(Company Name)

Represented
by:

.....
(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02 ELIGIBILITY CRITERIA SCHEDULE: B-BBEE STATUS LEVEL: 4

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level.

It is a specific tendering condition that tenderers:

Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: Pre-qualification for Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) having a minimum B-BBEE Status level 4

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** with the Tender submission.

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

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

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

2.						
3.						
4.						

Provide information of the Sub-contractors below:

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

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

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUB-CONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.

Transnet reserves the right to request additional information of the nominated sub-consultants should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-contractor Agreement between the tenderer and proposed sub-contractor(s);
- Copies of the identity documents of the members of shareholders of the sub-contractor;
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor.

SBD 6.2

T2.2-03: PRE-QUALIFICATION CRITERIA SCHEDULE: DECLARATION OF CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• uPVC Pipes	100%
• Cement	100%
• Valves Products and Actuators	70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTIC must be informed accordingly in order for the DTIC to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. TNPA/2022/04/0279/RFP

ISSUED BY: TRANSNET NATIONAL PORTS AUTHORITY ON BEHALF OF TRANSNET SOC LTD
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity asof.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in **Declaration C**:

Price of the Designated commodity uPVC Pipes Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Cement Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity Valves Products and Actuators Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	70%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NOTE TO TENDERERS: Failure to fully complete, declare, sign & date this SBD6.2 Declaration as well as the accompanying Annexure C "local content declaration - summary schedule" may result in the tender submission being non-responsive and disqualified from any further evaluation.

Schedule A – Non-compliance for Local Content

Non-compliance Penalties for Local Content:

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade Industry and Competition ("DTIC") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTIC for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTIC provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTIC. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTIC not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.

- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
- i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend¹ is lower than the Required Local Content Spend² (or the Adjusted Required Local Content Spend³, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract

¹ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

² Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

³ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- a) If any Non-compliance Penalty arises, the *Employer* shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- a) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- c) It is agreed that the *Employer*, the DTIC, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this

DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

The Non-Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non-Compliance Penalties will be for the account of the *Contractor*.

REFER TO ANNEXURE C, D & E FOR ADDITIONAL LOCAL PRODUCTION AND CONTENT DOCUMENTS.

NB: ANNEXURE B & C IS COMPULSORY AND MUST BE FULLY COMPLETED, DULY SIGNED AND SUBMITTED AT THE CLOSING DATE AND TIME OF THE TENDER.



TRANSENT NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2022/04/0279/RFP
DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.	TNPA/2022/04/0279/RFP
(C2)	Tender description:	Appointment of a contractor for the upgrade and replacement of asbestos water pipes at the Small Craft Harbour, Port of Saldanha for a period of 12
(C3)	Designated product(s)	UPVC pipes = 100%, Cement = 100% %, Valves products and Actuators = 70%
(C4)	Tender Authority:	Transnet National Ports Authority
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	UPVC pipes										
	Cement										
	Valves products and Actuators										

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:



<div style="text-align: right;"> </div> <p style="text-align: center;"> TRANSNET NATIONAL PORTS AUTHORITY TENDER NUMBER: TNPA/2022/04/0279/RFP DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS </p>													
Annex D													
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	TNPA/2022/04/0279/RFP						Note: VAT to be excluded from all calculations					
(D2)	Tender description:	Appointment of a contractor for the upgrade and replacement of asbestos water pipes at the Small Craft Harbour, Port of Saldanha											
(D3)	Designated Products:	UPVC pipes = 100%, Cement = 100% %, Valves products and Actutors = 70%											
(D4)	Tender Authority:	Transnet National Ports Authority											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
A. Exempted imported content						Calculation of imported content						Summary	
	Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty		Exempted imported value



	(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)		(D17)	(D18)
												(D19) Total exempt imported value	R 0
												This total must correspond with Annex C - C 21	
	B. Imported directly by the Tenderer				Calculation of imported content							Summary	
	Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Total imported value
	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)		(D30)	(D31)
												(D32) Total imported value by tenderer	R 0
	C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content							Summary	
	Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per	Tender Rate of Exchange	Local value of	Freight costs to	All locally incurred	Total landed		Quantity imported	Total imported value

					Commer cial Invoice		impo rts	port of entry	ed landin g costs & duties	cost excl VAT			
	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
												(D45) Total imported value by 3rd party	R 0
	D. Other foreign currency payments				Calculation of foreign currency payments								Summar y of paymen ts
	Type of payment	Local supplier making the payment	Oversea s benefici ary	Foreign currency value paid	Tender Rate of Exchang e								Local value of payme nts
	(D46)	(D47)	(D48)	(D49)	(D50)								(D51)
												(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	

	Signature of tenderer from Annex B													
													(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
												This total must correspond with Annex C - C 23		
	Date:													

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

S

	(E9) TotalRaw Materials (Goods, Services and Works)		R 0
(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content		R 0
	This total must correspond with Annex C - C24		
Signature of tenderer from Annex B			
<div></div>			
Date:			
<div></div>			

T2.2-04: ELIGIBILITY CRITERIA - CIDB GRADING DESIGNATION

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4 CE** or higher class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3 CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-05: PRE-QUALIFICATION CRITERIA:

As a technical pre-qualification criteria tenderer must be a registered Asbestos Contractor with Department of Labour and must submit a valid copy of Asbestos Certificate with the tender proposal.

T2.2-07: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hard copy of the programme in Primavera or Ms Projects.

1. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme. The tenderer shall provide the proposed programme for design and construct, showing but not limited to the following programme components:
 - Ability to execute the works in terms of the Employer's requirements and within the required timeframe as stated in the Scope of Services. The programme should clearly demonstrate the start date and end date.
 - The logical sequence, the order of each activity.
 - Planned Completion date,
 - Critical path,
 - Calendar,
 - Key Dates,
 - Float,
 - Clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.
 - The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T2.1 List of Returnables.

The scoring of the Programme will be as follows:

Score 0	Tender has not submitted the required information
Score 20	Tenderer has met up to 1 of the programme components under item 1
Score 40	Tenderer has met 2 to 3 of the programme components under item 1
Score 60	Tenderer has met 4 to 5 programme components under item 1
Score 80	Tenderer has met 6 to 8 programme components under item 1
Score 100	Tenderer has met all the requirements under item 1

Attachment A: Hard Copy of Programme

T2.2-08: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

Submit the following documents as a minimum with your tender document:

1. A project specific Organisational chart needs to be provided

Information should be provided in the form of an Organisational chart or organogram. No other format will be accepted. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.

The Organogram chart should indicate the following, as a minimum:

- Key personnel
- onsite and off-site management
- Reporting lines
- Subcontracted works
- Amount of labourers

The scoring of the Project Organogram will be as follows:

Points Available	5
Score	Organogram
Score 0	No organogram submitted. Submitted the organogram, inadequate information to determine a score.
Score 20	Organogram submitted; Tenderer has addressed one (1) of the requirements in the organisation chart.
Score 40	Organogram submitted; Tenderer has addressed two (2) of the requirements in the organisation chart.
Score 60	Organogram submitted; Tenderer has addressed three (3) of the requirements in the organisation chart
Score 80	Organogram submitted; Tenderer has addressed four (4) of the requirements in the organisation chart.
Score 100	Organogram submitted; Tenderer has addressed five (5) of the requirements in the organisation chart

T2.2-09: EVALUATION SCHEDULE - MANAGEMENT & CVS OF KEY PERSONNEL

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience – at least five (5) years of experience involved in and knowledge of issues pertinent to the project.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CVs should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- iii. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
- iv. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- v. Name of current employer and position in enterprise
- vi. Overview of post graduate experience (year, organisation and position)
- vii. Outline of recent assignments / experience that has a bearing on the Scope of Works

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project Manager (Qualification submitted and as per requirements, minimum National Diploma /Degree Project Management, (Pr.CPM), SACPCMP Registered)	
Site Agent/Construction Manager (Qualification submitted and as per requirements, minimum National Diploma in Civil Engineering or higher)	
Pr Eng/Tech Civil	

Pr Eng/Tech Mechanical	
Pr/Tech Surveyor (ISO accredited for utility detection) SAGC Registered	
Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher	
Health & Safety Manager SAMTRAC or equivalent or higher. (CHSM), SACPCMP Registered	

Attached submissions to this schedule:

.....

The table below will be used as guidelines for scoring / evaluating the management and CV's of key persons submitted by the Tenderer:



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	Project Manager	Site Agent/ Construction Manager	Civil Engineer/ Technologist	Mechanical Engineer/ Technologist	Surveyor/ Technologist	Environmental Officer	Health & Safety Officer
	5	3	6	6	6	3	3
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	Key staff has 1 years and more years but up to 2 years' experience.	Key staff has 1 years and more years but up to 2 years' experience.	Civil Engineer/Technologist has less than 3 years' work experience with	Mechanical Engineer/Tecnologist has less than 3 years' work experience	Surveyor/Tecnologist has less than 3 years' work experience with	Environmental staff generally have two (2) years' experience	two (2) years' experience and Proof of Qualification



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			professional registration (ECSA)	with professional registration (ECSA)	professional registration and accreditation (SAGC and ISO)	and Proof of Qualification	
Score 40	Key staff has from 1 but less than 3 years' experience and qualifications or equivalent specialized training.	Key staff has limited recommended levels of relevant experience (from 1 but less than 3 years' experience) and qualifications or equivalent specialized training.	Professionally registered (ECSA). Has 3 or more years but less than 5 years relevant experience for the discipline in question.	Professional registration (ECSA). Has 3 or more years but less than 5 years relevant experience for the discipline in question.	Professional registration and accreditation (SAGC and ISO). Has 3 or more years but less than 5 years relevant experience for the discipline in question.	Environmental staff generally have three (3) years' experience and Proof of Qualification.	three (3) years' experience and Proof of Qualification

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Score 60	Key staff has from 3 but less than 5 years' experience and qualifications or equivalent specialized training.	Key staff has from 3 but less than 5 years' experience and qualifications (Diploma or B-Tech) or equivalent specialized training.	Professionally registered (ECSA). Has 5 or more years' relevant experience but less than 8 years relevant experience for the discipline in question.	Professionally registered (ECSA). Has 5 or more years' relevant experience but less than 8 years relevant experience for the discipline in question.	Professionally registered and accredited (SAGC and ISO). Has 5 or more years' relevant experience but less than 8 years relevant experience for the discipline in question.	Environmental staff generally have four (4) years' experience and Proof of Qualification.	four (4) years' experience and Proof of Qualification
Score 80	Key staff has from 5 but less than 8 years' experience and qualifications or equivalent specialized training.	Key staff has from 5 but less than 8 years' experience and qualifications (Diploma or B-Tech) or equivalent	Professionally registered (ECSA). Has 8 or more years' relevant experience but less than 10 years relevant experience for the	Professionally registered (ECSA). Has 8 or more years' relevant experience but less than 10 years	Professionally registered and accredited (SAGC and ISO). Has 8 or more years' relevant experience	Environmental staff generally have 5 (five) years' experience and Proof of Qualification	5 (five) years' experience and Proof of Qualification



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		specialized training.	discipline in question. discipline.	relevant experience for the discipline in question.	but less than 10 years relevant experience for the discipline in question.		
Score 100	Key staff has from 8 or more years' experience and with Diploma /Postgraduate Diploma in Project Management qualifications or equivalent specialized training. All relevant and required	Key staff has from 8 or more years' experience and qualifications (Diploma or B-Tech) or equivalent specialized training. All relevant and required professional registration/certi	Professionally registered (ECSA). Has 10 or more years' relevant experience for the discipline in question.	Professionally registered (ECSA). Has 10 or more years' relevant experience for the discipline in question.	Professionally registered and accredited (SAGC and ISO). Has 10 or more years' relevant experience for the discipline in question.	Environment al staff generally have six (6) years' experience and Proof of Qualification.	six (6) years' experience and Proof of Qualification

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	professional registration with SACPCMP/certif ication are provided.	fication are provided.					
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T2.2-10: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

The tenderer must submit the following documents as a minimum with the tender submission:

1. Tenderer must demonstrate full understanding of the client's health and safety specification.
 - a) SHE Management Systems Certification - Copy of Valid OHSAS 18001 and/or ISO 45001 Certificate OR Submit proof that the bidder is in the process of being certified in terms of OHSAS 18001 and/or ISO 4500
 - b) Organogram - Company Safety Structure.
 - c) Letter of commitment to comply with Transnet SHE requirements. Signed letter to be in a company letter head.
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.
 - a) Identify the risks and hazards to which persons may be exposed to
 - b) Analysis and evaluation of identified risks/hazards
 - c) Mitigation measures to reduce or control the risks and hazards identified
 - d) Responsibility for implementing Mitigation measures

The scoring of the Tender's Health and Safety criteria is as follows:

	Tenderer must demonstrate full understanding of the client's health and safety specification	Overview of the tenderer's Risk Assessment methodology
Points	7	4
score 0	No submission	No submission
score 20	Tenderer has met up to 1 of the 5 requirements under item 1	Submitted but irrelevant to the employer's requirement
score 40	Tenderer has met 2 of the 5 requirements under item 1	Response/answer/solution only covers 1 requirement under item 2
score 60	Tenderer has met 3 of the 5 requirements under item 1	Response/answer/solution only covers 2 requirements under item 2
score 80	Tenderer has met 4 of the 5 requirements under item 1	Response/answer/solution only covers 3 requirements under item 2

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score 100	Tenderer has met all 5 of the requirements under item 1	Response/answer/solution only covers 4 requirements under item 2
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Attached submissions to this schedule:

<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

T2.2-11: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works within the past 5 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience:

- 1. Previous Experience:** Construction/Designs of similar works as detailed in the Works Information. Project list as minimum shall contain the following information:
 - Name of the Client/company
 - Scope of the Work
 - Contract Duration
 - Client Contact Details & email
- 2. Reference Letters:** Reference letters should be supplied, for project listed as a similar previous project. The quality of the work should be indicated in the letter. The reference letter should be on a company letterhead, include the contact details of the person referring and must be signed and dated by the Client. The referring companies may be contacted to verify the work. The following can be verified as a minimum:
 - Scope of Work
 - Duration of work

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of Previous Experience will be as follows:

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Available Score	5	10
	List of projects	Reference letters
Score 0	The Tenderer has not submitted the required information.	The tenderer has not submitted the required information.
Score 20	Tenderers have experience in one (1) project relating to the scope of works.	Tenderer has submitted one (1) supporting reference letter for the projects listed.
Score 40	Tenderers have experience in two (2) projects relating to the scope of works.	Tenderer has submitted two (2) supporting reference letters for the projects listed.
Score 60	Tenderers have experience in three (3) projects relating to the scope of works.	Tenderer has submitted three (3) supporting reference letters for the projects listed.
Score 80	Tenderers have experience in four (4) projects relating to the scope of works.	Tenderer has submitted four (4) supporting reference letters for the projects listed.
Score 100	Tenderers have experience in more than four (4) projects relating to the scope of works.	Tenderer has submitted more than four (4) supporting reference letters for the projects listed.

T2.2-12: EVALUATION SCHEDULE: ENVIRONMENTAL MANAGEMENT

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet National Ports Authority – Port of Saldanha SHE Policy Statement
- Contractor Environmental and Sustainability Specification Guidelines

The Tenderer must submit the following documents to meet the environmental requirements, namely:

1. Submission of Environmental Risk Assessment / Aspects and Impacts register indicating major activities of the works and how the environmental aspects and associated impacts will be managed. Bidder must demonstrate full understanding of the Risk Management controls which comprehensively addresses the following items:
 - 1.1. Identify the environmental aspects and impacts applicable to the project.
 - 1.2. Analysis and evaluation of identified aspects/impacts.
 - 1.3. Mitigation measures to reduce or control the environmental impacts identified.
 - 1.4. Responsibility for implementing mitigation measures
2. Submission of project Environmental Management Plan (EMP) containing the following as a minimum:
 - 2.1. Project Description and Environmental Sensitivities
 - 2.2. Environmental Management Organisational Structure and Responsibilities
 - 2.3. Management of Key Environmental Issues
 - 2.4. Environmental Monitoring and Site Inspections
 - 2.5. Legislative and Regulatory Compliance
 - 2.6. Training and Awareness
 - 2.7. Communication and Reporting
 - 2.8. Environmental incident response and reporting

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The scoring of the Tender's Environmental Management Criteria for Marine Construction Works is as follows:

Points Available	4	4
	Environmental Risk Management and Control	Environmental Management Plan
Score 0	No Risk Assessment submitted	Not submitted
Score 20	Risk Assessment submitted but is irrelevant	Tenderer has addressed 1 of the requirements in the Environmental Management Plan.
Score 40	Tenderer has addressed one (1) of the requirements in the risk assessment	Tenderer has addressed 2 - 3 of the requirements in the Environmental Management Plan.
Score 60	Tenderer has addressed two (2) of the requirements in the risk assessment.	Tenderer has addressed 4 - 5 of the requirements in the Environmental Management Plan.
Score 80	Tenderer has addressed three (3) of the requirements in the risk assessment.	Tenderer has addressed 6 -7 of the requirements in the Environmental Management Plan.
Score 100	Tenderer has addressed four (4) of the requirements in the risk assessment.	Tenderer has addressed all 8 of the requirements in the Environmental Management Plan.

T2.2-13: EVALUATION SCHEDULE: METHOD STATEMENT

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required which includes detail of logistics with timelines associated, plant and tools to be used, etc.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- The Method Statement must respond to the Scope of Services and outline the proposed methodology including that relating to the construction method and sequence, programme, quality, health and safety and environmental considerations.
- The Method Statement should aim to be non- invasive/destructive or mitigate invasiveness in the identification of the services.
- The Method Statement should cover how work will be carried out using ground scanning suitably calibrated fit for a ground penetrating radar system and cable locators. Calibration certificate shall be provided for equipment used.
- The Method Statement should cover the identification and classification of all the existing underground services within the boundary of the site and the protection of services.
- The Method Statement should cover determining route, sizing, depth and junction positions of the underground services
- The Method Statement should cover exploratory pits execution including position, excavation, backfilling and records keeping.
- The Method Statement should cover rehabilitation of the affected area to original state when invasive method is used, including all civil and structural elements.
- The Method Statement should cover the investigation of manholes and access points

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Available Point	20
Score 0	No information submitted.
Score 20	Covers less than 20% of the activities in the Works Information and/or the method statement is generic.
Score 40	Covers between 40% and 59% of the activities in the Works Information, and the listed activities are not sufficiently detailed.
Score 60	Covers between 60% and 79% of the activities in the Works Information, and the listed activities are sufficiently detailed.
Score 80	Covers 80% and 99% of the activities in the Works Information, and the listed activities are sufficiently detailed.
Score 100	Aligned with the Works information supplied and covers 100% of all activities as detailed in the Works Information. Activities are explained to sufficient detail. It covers all aspects of the execution and more.

T2.2-14: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor _____

T2.2-15: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
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9		
10		
11		
12		
13		
14		
15		

T2.2-16: SCHEDULE OF PROPOSED SUBCONTRACTORS

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract 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 that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work

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% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

T2.2-17 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

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

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.
Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.



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Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state⁴, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

⁴"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder⁵): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

⁵ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

SBD 4

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.



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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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).
- 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 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax,

unemployment insurance fund contributions and skills development levies;

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>

EME⁶	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 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 In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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	
-----	--	----	--

- i) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have

not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS
.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁷ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do _____ you, or

⁷ 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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

⁸ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 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.
- 3.6 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.
- 3.7 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 1, 2 and 3 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/04/0279/RFP

DESCRIPTION OF THE WORKS: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HARBOUR, PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).¹⁰ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁹ Includes price quotations, advertised competitive bids, limited bids and proposals.

¹⁰ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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

T2.2-18 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable]

or any amendments and re-enactments thereof and any regulations made pursuant thereto.

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-21 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-21: SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1. Objectives

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

3. Commitments of Transnet

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

4. Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
5. Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular,

before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

- 6.** Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 7.** Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.
- 8.** Obligations of the Tenderer / Service Provider
- 9.** 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.
- 10.** The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
 - A) the tenderer/service provider/contractor will not, directly or through any other person or firm, offer, promise or give to transnet or to any of transnet's employees involved in the tendering process or to any

third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

B) the tenderer/service provider/contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 11.** The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 12.** The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 13.** The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 14.** A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 15.** The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 16.** Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

- 17.** The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 18.** The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.
- 19.** Independent Tendering
- 20.** For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the tenderer, whether or not affiliated with the tenderer, who:
- a) has been requested to submit a tender in response to this tender invitation.

- b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- C) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

- 21.** The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 22.** In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
prices;
 - A) geographical area where goods or services will be rendered [market allocation];
 - B) methods, factors or formulas used to calculate prices;
 - C) the intention or decision to submit or not to submit, a tender;
 - D) the submission of a tender which does not meet the specifications and conditions of the rfp; or
 - E) tendering with the intention of not winning the tender.
- 23.** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 24.** The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 25.** Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 26.** Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

- 27.** Disqualification from Tendering Process
- 28.** If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 29.** If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 30.** If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.
- 31.** TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)
- 32.** The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 33.** All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 34.** 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.

- 35.** 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.
- 36.** 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.
- 37.** A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 38.** Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- A) has, in bad faith, withdrawn such tender after the advertised closing date and time for the receipt of tenders;
 - B) has, after being notified of the acceptance of his tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents;
 - C) has carried out any contract resulting from such tender in an unsatisfactory manner or has breached any condition of the contract;
 - D) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - E) has acted in a fraudulent or improper manner or in bad faith towards transnet or any government department or towards any public body, enterprise or person;
 - F) has made any incorrect statement in a certificate or other communication with regard to the local content of his goods or his b-bbee status and is unable to prove to the satisfaction of transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - G) caused transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - H) has litigated against transnet in bad faith.

- 39.** Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 40.** Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 41.** Previous Transgressions
- 42.** The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 43.** If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)
- 44.** Sanctions for Violations
- 45.** Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.
- 46.** Conflicts of Interest

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

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

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

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

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

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

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

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

51. Dispute Resolution

52. Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 31 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

53. General

- 54. This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 55. 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.
- 56. The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 57. Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 58. Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-22: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-23: AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....*name of Tenderer/Contractor*) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator 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 the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, 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 Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES	
-----	--

NO	
----	--

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will

be subject to 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 Transnet submitted to it.

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

3. SOLE AGREEMENT

- 3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....

(Operator)

Authorised signatory for and on behalf who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-24: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

T2.2-25: SUPPLIER DECLARATION FORM

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

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

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

General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership

and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

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

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

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

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

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

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

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

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

APPENDIX A

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?					Yes		No	
If YES state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office			

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

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

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

Appendix B

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

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Appendix C

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

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

Appendix D

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

owned		
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

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

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

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

Deponent

Signature:

Date: _____

Commissioner of Oaths

Signature & stamp

Appendix E

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

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
---	--	---	--

include labour costs but capped at 15%			
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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

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

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

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

Deponent

Signature:

Date: _____

Commissioner of Oaths

Signature & stamp

PART 3: C3 Works Information

Document reference	Title	No. of pages
	Cover Pages, Contents and Glossary	4
C3.1	Employer's Works Information	11
C3.2	Annexure A – Scope of Works for Topographic and Underground Service Detection Survey	8
C3.3	Annexure B – Employer's Drawing	1
C3.4	Annexure C – CAD Standard (ENG-STD-0001)	1
C3.5	Annexure D – Contractor documentation submission requirement	1
	Total number of pages	26



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Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
AIA	Approved Inspection Authority
CAD	Computer Aided Design
Capex	Capital Expenditure
CEMP	Construction Environmental Management Plan
CDS	Contractor Documentation Schedule
DWG	AutoCAD Design File (file format/extension)
H&S	Health And Safety
m	Metre
MSL	Mean Sea Level
Opex	Operational Expenditure
PES	Project Environmental Specifications
P.P.E	Personal Protective Equipment
RAC	Registered Asbestos Contractor
SAMSA	South African Maritime Safety Authority
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality (Management System)
SCH	Small Craft Harbour
SOW	Scope of Works
TNPA	Transnet National Port Authority
Transnet	Transnet SOC Ltd
VAT	Value Added Tax
WGS	World Geodetic System

1. Executive Summary

1.1. Background

The Asbestos Abatement Regulations, 2020, prohibited the use and manufacturing of asbestos containing material; and recommended a phasing out plan of existing asbestos on assets respectively.

The Port of Saldanha Port Engineering and Environmental departments have conducted an investigation on all the asbestos containing assets in the Port in accordance with the phase out plan in the Asbestos Abatement Regulations, 2020. An asbestos master plan has been developed, indicating which assets will be replaced on a phase out plan under Capex and or Opex. According to the Asbestos Abatement Regulations, 2020, the Port is required to phase out the asbestos material and replace the asbestos assets with non-asbestos material. The replacements will be carried out in two (2) phases for the underground services, with phase one (1) at Small Craft Harbour (SCH) and phase two (2) at the main Port precinct. The Port of Saldanha is committed to replace all asbestos containing material in the Port in a phase out plan.

1.2. Employer Objective

The *Employer* (Transnet National Ports Authority) would like to appoint a service provider (hereon *Contractor*) to provide design services and installation of the new water reticulation network at the Small Craft Harbour, Port of Saldanha Bay (phase 1 of the program). The *Contractor* shall also conduct a Topographic and Underground Service Detection Survey for the purpose of confirming and mapping of pipe positions within the precinct in relation to other services on the Site.

Phase 1 works info and/or deliverables includes and is not limited to the following:

- Study the recommendations in the Asbestos Work Plan and comply.
- Provide water for bulk earthworks (i.e. compaction, etc.).
- Make provision for a contingency plan for drinking water (Yacht Port personnel).
- Excavation and making good trenches, backfilling as per prescribed layer-works and matching surrounding levels.
- Removal of the existing asbestos water pipes and appropriate disposal of such asbestos piping and fittings. Follow recommendations in the Asbestos Work Plan.
- Supply, installation and testing of new uPVC water pipes.
- Casting of concrete thrust blocks on bends and connections.
- Reinstating disturbed, damaged and resealing of existing manhole walls and covers.
- Reinstating disturbed, cut and damaged asphalt pavements and compaction.
- Site clearance once the project is complete and site hand over.

1.3. Project Location and Conditions

The Small Craft Harbour is located on the south east side of the town of Saldanha and south west to the main port iron ore terminal at the Port of Saldanha Bay. Saldanha Bay is relatively dry, with an average annual rainfall of 278 mm and the dry seasons ranging from October to July. The annual average relative humidity is 50% and 76% for day and night respectively, with $\pm 10\%$ variance over the yearly average. Saldanha Bay experiences a temperate climate, with an average daily maximum between 19°C and 30°C. Temperatures very rarely extend below freezing point, with the yearly mean average of daily temperatures being above 10°C.



Figure 1: Locality Map for the location of the Small Craft Harbour

The aerial view above in Figure 1 shows the location of the Small Craft Harbour in relation to the Port of Saldanha Bay Precinct. The Small Craft Harbour lies east of the Sea Harvest Saldanha Industrial Park. The Small Craft Harbour precinct comprises six main areas as listed below:

- The South African Maritime Safety Authority (SAMSA) office block.
- Yacht Port administration building and workshops.
- Port Control offices.
- The Clubhouse building.
- Lighthouse Service workshops and administration building.
- The Marine Service offices and workshops.



Figure 2: The Small Craft Harbour Precinct

Figure 2 above shows the location of the area (encircled). Refer to the *Employer's Drawing* (Annexure B) for layout map depicting the extent and parameters of the site.

2. Description of Works

Notwithstanding any detail of specific activities provided in the Works Information and *Employer's Requirements*, it is the responsibility of the Client to ensure that the works adhere to the guidelines contained herein with same being fit for the purpose for which they are intended. These *Employer's Requirements* are accordingly not to be construed as constituting instructions to the *Contractor* on how to develop and execute the works but are indicative guidelines for the purpose of achieving the *Employer's* objectives. If any specific activity is not specified or included in the *Employer's Requirements*, same shall not be deemed to be an exclusion of such activity. The *Contractor* shall undertake whatever activities are necessary to meet their contractual requirements.

2.1. Works Deliverables

Table 1 below shows a summary of the list of deliverables required from the *Contractor* for the purpose of meeting the *Employer's* objectives.

Table 1: List of *Employer's* Outcomes

Outcome	Details/Deliverables
Topographic Survey	The purpose of this survey is to establish permanent survey control points and to represent the original ground line accurately and to produce a comprehensive and detailed engineering survey from which an accurate horizontal and vertical alignment can be derived for design purposes. Refer to <i>Annexure A</i> for detailed scope of the topographic survey.
Underground Service Detection Survey & Mapping	The purpose of this survey is to establish the positions and depths of the existing underground services. Mapped existing services layout plans are to be produced in order to identify any interferences with the removal and installation of water reticulation pipes in the network. Refer to <i>Annexure A</i> for detailed scope of the underground service detection survey.
Design Services	The design services shall include but not limited to the preparation of civil design criteria, conceptual and detailed design drawings and documents of the water reticulation network in accordance to the relevant design standard and codes of practice. Refer to <i>Section 2.2</i> for further details.
Construction	The <i>Contractor</i> shall prepare the Method Statement for the removal of Asbestos water pipes in accordance to the Asbestos work plan. The asbestos work plan shall be drawn once the successful bidder and Approved Inspection Authority (AIA) has been appointed. The AIA will lead the key stakeholders (the client and the Registered Asbestos Contractor) in drawing up the asbestos work plan. The <i>Contractor</i> should be registered as Type 2 or Type 3 Registered Asbestos Contractor (RAC). The <i>Contractor</i> should be registered and in good standing with the Compensation Fund.

2.2. Asbestos Regulatory Measures

The Asbestos Client (*Employer*) undertakes the following conditions and requirements:

- Shall provide an up-to-date asbestos inventory ONLY to the successful and awarded bidder.
- Assuming that the type of asbestos work is a Type 2 asbestos work and therefore, the *Employer* shall require a registered asbestos contractor (RAC): Type 2 asbestos work.
- Given that the asbestos waterpipe is currently buried underground, the asbestos risk assessment for the asbestos waterpipe shall be done once the waterpipe is exposed. Therefore, the asbestos risk assessment report will be given to the successful and awarded bidder (RAC) once the asbestos waterpipe has been evaluated. The asbestos client will require the RAC to remove the topsoil covering the asbestos waterpipe before the risk assessment can be performed. The RAC will be required to develop a safe work procedure (to be included in Method Statement) that will be followed in removing the soil covering the asbestos waterpipe.
- Shall appoint the Approved Inspection Authority (AIA) concurrently with the appointment of the RAC.
- Shall ensure that the approved asbestos work plan is submitted to the Provincial Chief Inspector, seven days prior the commencement of the asbestos work.
- Shall stop work if the RAC is deviating from the approved plan of work.
- Shall sign the approved asbestos plan of work.

The Registered Asbestos Contractor / RAC (*Contractor*) undertakes the following conditions and requirements:

- Shall be registered with Department of Employment and Labour – Chief Inspector as a Type 2 asbestos work.
- Shall be in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993.
- Shall be consulted by the AIA when compiling the plan of work.
- Shall sign the approved asbestos plan of work.
- Shall provide proof and valid training for asbestos work for all the employees who will be doing asbestos work.
- Shall appoint a supervisor who will be tasked to ensure that the asbestos work is done in accordance with the approved asbestos work plan.

- Shall ensure that all employees who will be doing asbestos work have a valid medical certificate for doing the asbestos work.
- Shall appoint of one employees as a health and safety representative.
- Employees of the RAC shall co-operate in wearing air monitoring equipment to quantify the personal exposure to asbestos.

The Approved Inspection Authority / AIA undertakes the following conditions and requirements:

- Shall be appointed in writing by the *Employer*.
- Shall compile a plan of work for the asbestos pipe removal in consultation with the RAC.
- Shall approve and submit the asbestos plan of work seven days prior the commencement of asbestos work.
- Shall give guidance to the RAC on the approved plan of work.
- Shall conduct air monitoring during the execution of asbestos work.
- Shall provide the asbestos report as soon as possible to the *Employer* and the RAC.
- Shall stop work if the RAC is deviating from the approved plan of work.
- Shall issue a clearance certificate for re-occupation of the area where asbestos was removed.

2.3. Design Services

The *Employer* has not designed for any of the works required. The *Contractor* shall therefore undertake full design responsibility for the total design solution of the new water reticulation network (including provision for fire flow). The main parts of the works which the *Contractor* is to undertake shall be the Detailed Design phase and Execution phase deliverables. The design and capacity assessment of the water internal reticulation network and fire flow design shall be done in accordance to *SANS 102252: Water Supply and Drainage for Building, Red Book (2019)* or other applicable standards. Design considerations shall be made for the following:

- Demand estimations.
- Loading cases analysis (i.e. instantaneous demand, fire flow, pipe break, etc.).
- Provision of hydrants, valves and connections at the optimum positions.

2.4. Construction

The following considerations shall be made in the construction phase:

- Removal and disposal of Asbestos water pipes shall comply with the Asbestos Work Plan.
- Replacement of Asbestos water network through Design and Supply, installation and testing of new uPVC water network or suitable material approved by the *Employer*.
- Construction shall be such that there is limited disruption of business operations on site.

The following procedures relating to temporary works, site services and construction constraints shall be taken into consideration. The *Contractor* shall:

- Comply with all Site entry, permits and regulations as required by the *Employer*;
- Ensure that all its personnel on site are inducted and comply to Site safety regulations in accordance to the OHSA Act;
- Keep daily records of its personnel engaged on the Site and Working Areas with access to such daily records for inspection by the Project Manager at all reasonable times;
- Provide progress photographs at time intervals stipulated by the Project Manager in digital format (PDF format) conveyed by email;
- Keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- Adapt facilities (provided by *Employer*) for use, then the make good and provide full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer.

2.5. Design Standards

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The *Contractor* shall employ a registered Professional Engineer to review and sign off all design documents and drawings submitted to the *Employer* for approvals. The design shall be such that it is built by others to satisfy the functional and serviceability requirements and be cost-effective and safe. Sound Engineering judgment shall be exercised in applying these criteria to the system and its components. The *Contractor* shall communicate with the *Employer* to coordinate all designs.

3. Deliverables Applicable to ECSA Guidelines Scope

The *Contractor* shall liaise with the *Employer's* Engineering representative and their areas of responsibility as included in the Engineering Professions Act 2000, published by the ECSA (and not limited to), shall be to achieve the following key deliverables on the Programme and this task:

- Agree documentation programme with *Employer*.
- Attend design meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the *Employer* regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates.
- Liaise, co-operate and provide necessary information to the *Employer*, and other engineers involved.

All documentation shall be in "New Engineering Contract" NEC3 format and shall provide as a minimum the following deliverables:

- Site Information.
- Design criteria.
- Concept engineering design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design (All the layouts shall Indicate pipework routing, required space and or dimensions, control and instrumentation, and all necessary associates).
- Ready for construction engineering drawings.
- Construction Works Information.
- Construction Activity schedule to be approved by *employer*.
- Construction management plan.
- Final As built drawings at handover/commissioning of the project.

The *Contractor* shall carry out this Task in accordance with the applicable Clause 2 (Guideline Scope of Services) of the latest provisions of the Guidelines Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, published by the Engineering Council of South Africa (ECSA):

- Governing Codes, Standards and Specifications.
- All work done as part of this project must take cognizance of and incorporate where relevant, all Transnet norms and standards.
- The corporate governance requirements will extend to the elements relevant to the execution of the work. This will entail conformance to the established project procedures and controls relevant to design, resource planning for the work, document configuration controls etc.

4. Servitudes

New infrastructure shall remain within the existing Transnet servitude and not encroach on land and owned by others unless agreed with Transnet and addressed in the Environmental Impact Assessment.

5. Environment

The *Contractor* is required to identify any environmental requirements or applications that would be invoked by any changes (replacement or upgrade). The environmental risks shall be investigated and confirmed for compliance.

- The *National Environmental Management Act, 1998 (Act 107 of 1998)* shall be considered and upheld in the design.
- The design shall, where relevant, consider water demand management throughout the project lifecycle.
- An attempt shall be made during the design process to identify and quantify the possible sources of contamination from the design which could pollute surface and ground water resources.
- All requirements of the *National Water Act, 1998 (Act No. 36 of 1998)* shall be complied with.
- The energy efficiency of the design shall be calculated where possible and compared with available best practice examples.
- The requirements of the *National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)* shall be complied with.
- The design shall, where practical, consider the use of waste material as a substitute for new material; and
- An attempt shall be made during the design process to identify and quantify the possible sources of waste generated by the design throughout its life and opportunities for reuse and recycling of the waste shall be considered.

6. Management and Start-up

It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of justifying the opposing effects of risk for both Parties.

6.1. Types of Meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's* agent or his delegated representative as follows:

Table 2: *Employer* Meetings to be Attended by the *Contractor*

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and risk associated matters	Monthly on day and time to be agreed	<i>Employer's</i> Office or virtual	<i>Employer's</i> agent (appropriate delegates), and Professional Team (appropriate key persons)]
Overall contract progress and feedback	As per project schedule. Day and time to be agreed.	<i>Employer's</i> Office or virtual	<i>Employer</i> , Professional Team, and <i>Contractor</i> (appropriate key persons)

SHE meetings (if required)	Monthly. Day and time to be agreed.	<i>Employer's Office</i> or virtual	<i>Employer's agent</i> and SHEQ team and <i>Contractor</i> (appropriate key persons)
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6.2. Pricing Schedule Description

Attend all project meetings in Saldanha called by either the Engineering Manager or Project Manager or any other representative of the *Employer*. The *Contractor's* Design and Construction team meetings which will for pricing purposes be equal to:

- a) **12 X Project meetings (6 design meetings and 6 construction progress reporting meetings) @ 2 hours per meeting** – Project meetings will be an opportunity where the *Contractor* will meet with *Employer's* Design (at design phase) and Construction (at execution phase) teams at the TNPA offices in Saldanha to discuss progress on meetings highlighting issues and coordinate with the designers and site manager(s) respectively. These actions should however, not only be limited to project meetings but shall be able to happen throughout the project via telephone conversations and email communications. The Employer may decide that the meeting be conducted virtually via the Microsoft Teams platform.
- b) **2 X Coordination meetings @ 2 hours per meeting** – The project Coordination meeting will be a meeting where the *Contractor* will meet with the *Employer's* Design team at the TNPA office. These meetings will be held explicitly for the sole purpose of the *Contractor* coordinating his designs with the other design disciplines. The Employer may decide that the meeting be conducted virtually via the Microsoft Teams platform.
- c) **2 X Design Squad Check meeting @ 6 hours per meeting** - The Squad check meeting will be a meeting which all the design disciplines shall attend in Saldanha which includes the *Contractor* and the *Employer's* Design team. The Employer may decide that the meeting be conducted virtually via the Microsoft Teams platform.
- d) **1 x Site investigation @ 16 hours** – Project site investigation will be an opportunity where the *Contractor* will meet with local authority to discuss design requirements, highlighting current issues and coordinate with the proposed scope of work.

7. Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements.

- a) The *Employer* will issue relevant documentation to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* responsibility, at their expense and managed with a suitable document control system.
- b) All project documents issued to 3rd Parties and to the *Employer* must be submitted through the *Employer's* Document Control Department.
- c) In undertaking the study all documentation requirements for the study shall be dealt with in accordance with document DOC-STD-0001 (*Contractor* Documentation Submittal Requirements).
- d) The Documentation Schedule (CDS) is as contemplated in DOC-STD-0001.
- e) The *Contractor* documentation "Starter kit," as contemplated in DOC-STD-0001, will be issued at the kick-off meeting following award.

- f) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Lead Document Controller. In the event of urgent communication, electronic communication can be transmitted to the *Employer* Project Manager.
- g) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.
- h) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the out-dated information.
- i) All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001.
- j) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables.
- k) The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- l) All native files are to be submitted to the *Employer*. Electronic files submitted to the Project shall be clear of known viruses and irrelevant "instructions." The supplier of documentation is required to always have, the latest generation of virus protection software and up-to-date virus definitions.
- m) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- n) The *Contractor* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission.
- o) Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- p) The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

8. Programme Constraints

- a) The *Contractor* presents their first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy 'Native' format. Note that PDF soft copy versions are not acceptable.
- b) The *Contractor* submits his Level 4 programme to the *Employer* for acceptance in the period stated in the Contract Data.
- c) The *Contractor* uses Primavera version 6 for his programme submissions or a similar programme software package equivalent to Primavera version 6 subject to the prior written notification and acceptance by the *Employer*.
- d) The *Contractor* shows on his programme submitted for Acceptance and all subsequently revised programmes schedules (including calendar) the critical path or paths and all necessary logic diagrams demonstrating the order and timing of the operations which the *Contractor* plans to do.
- e) The *Contractor's* programme shows duration of operations in working days.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between research, information gathering, options development, engineering design, modelling, option costing, report writing and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.

The *Contractor* shows on each revised programme he submits to the *Employer* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*. The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

9. Health and Safety Requirements

9.1. General

The *Contractor* shall comply with all applicable health, safety laws and regulations pertaining to safety, health, environment protection, fire protection and security, which are applicable to the location where the activity is being carried out. The *Contractor* shall also always comply with the requirements as set forth by *Employer's* Health and Safety Specifications, Policies, Rules and Regulations, written instructions and all requirements stipulated in the contract. The *Contractor* must demonstrate adequate levels of insurance for workman's compensation and general liability, recovery measures related to or arising out of the performance of the contract to protect the work, the personnel and property of the *Employer*, *Contractor*, sub-*Contractor* all third parties and public from the hazards and risks associated with the planning and execution of work. The *Contractor* must disclose to the *Employer*, if they are going to contract with a sub-contractor to perform any of the work. The agreement will also cover a site-specific health and safety plan for the contracted work. Any contract terms and conditions agreed to with the *Contractor* will also apply to sub-*Contractor* individuals and companies.

9.2. Safety Induction

Prior to gaining access to the *Employer's* Sites, everyone shall attend the *Employer* Safety Induction Course. The intention of the course is to provide the individual workers with an overview of the Ports specific safety programs rules, inherent risk, procedures, and the like. The Safety Induction Course shall be conducted at the Port of Saldanha Bay.

9.3. Personal Protective Equipment

The following is to be worn as a minimum

- Hard hats (dependent on the work being conducted),
- Safety shoes
- Suitable Respirator
- Overalls (dependent on the work being conducted),
- Reflective vests,
- Safety glasses (dependent on the work being conducted).

All other requirements are as per the applicable symbolic safety signage and/or relevant demarcations.

9.4. Fire and Emergencies

In the event of fire or any other emergency situation, the Service Provider shall immediately notify the Employer's fire/emergency services personnel.

10. Ownership of Data, Designs and Documents

The parties shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor* lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Contractors* infringement of copyright.

11. Facilities and Equipment to be Provided by the *Employer*

No facilities or equipment is provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.

12. Invoices

All invoices submitted by the *Contractor* shall be VAT invoices, which shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.

13. List of Drawings / Reports

This is not an exhaustive list and should other documentation become available during the course of the study, it shall also be considered during the execution of the works.

13.1. Reports

- Site investigations report (Topographical Survey)
- Site investigations report (Underground Services detection)
- Design report (development of options)

13.2. Drawings Issued by *Employer*

The *Employer* shall make available a layout drawing (SLDENG-00055-DC00009: Site Layout Plan) for the site.

14. Works by Others

All the work for design and construction of the water reticulation network will be done by the *Contractor*. The *Contractor* shall additionally be responsible for the safe removal and disposal of the Asbestos pipes currently lying within the network.

ANNEXURE A

Scope of Works for Topographic and Underground Service Detection Survey

15. General Specifications

Summary scope of services shall include the following:

- Site Establishment and mobilisation.
- Fulfil compliance requirements for client management conditions.
- The topographical survey of structures, services, buildings, roads, electrical cables and markers, storm water drains, rock outcrops, culverts, fences and gates within the areas indicated in *Employer*.
- Establish permanent and temporary bench mark positions.
- Identification & Classification of all the existing underground services within the boundary of the site.
- Provision of Orientation (route, depth and junction positions) of the underground services.
- Provision of all survey information should be supplied on a magnetic medium in a format assessable.
- Provision of a survey report documenting all services identified & their details.
- Provision of a complete AutoCAD and PDF drawings.
- Provision of an Excel and/or CSV files showing a complete list of points used and their positions (i.e. X, Y, Z coordinates – and lengths where applicable); as per final AutoCAD and PDF drawings.
- List of all acronyms and abbreviations that will be used.
- Close out of all activities; complete with full handover of all deliverables in electronic format (by Email and/or Cloud).
- Survey work which could be expected of a qualified surveyor that is professionally registered.

16. Topographic Survey

16.1. Description of the Services

The purpose of this survey is to establish permanent survey control points and to represent the original ground line accurately and to produce a comprehensive and detailed engineering survey from which an accurate horizontal and vertical alignment can be derived for design purposes. The final DTM will also be used to accurately quantify volumes and gradients during construction. The scope of services to be provided by the *Contractor* for the establishment of facilities, the completion of the survey, the processing and issue of the data and report. The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Contractor* for proper completion of the work in accordance with the true meaning and intent of the contract document. Table 3 below shows a summary of the features to be surveyed.

Table 3: Survey Outcomes for the Underground Water and Fire Reticulation Detection Survey

Feature	Details/Deliverables
Stormwater, sewerage and portable water	<ul style="list-style-type: none"> • Routing of potable water line above and below ground • Routing of sewer line above and below ground • Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked for both pipe invert levels and manhole invert level • Levels of catch pits, grid inlets and pavements • Canal and culverts, also recording the size of opening, length, and invert levels and top level • Drainage channels– record the size, length, depth, invert levels, height of head walls, and type of channel
Fire reticulation	<ul style="list-style-type: none"> • Routing of fire reticulation above ground • Fire hydrant that are mounted – connection to fire reticulation line, diameter and materials • Fire hydrant countersunk in ground – connection to fire reticulation line, diameter and materials • Position of fire hydrants, hose reels, extinguishers, fire signage within Small Craft Harbour area



	<ul style="list-style-type: none"> • The connection of pipes entering into buildings/vicinity of building including pipes along walls and ceiling • Location of fire escapes
Telephones, power lines and electrification	<ul style="list-style-type: none"> • Position of high mast light poles • Routing of electrical cables for high mast light poles • Manholes – both cover and invert levels and recording the type of manhole • Telephone poles and routes • Power poles and routes • Network cable routes • Transmission lines • Location and position of existing CCTV cameras • Surface cables and cable markers, also recording the markings / numbering on it • Yard area lighting and street lights • Transformers and substations
Buildings	<ul style="list-style-type: none"> • Building footprint including the edges of building and platform • All interior and exterior signage including positions and photographic images • Ramp structures—ramp surface levels, kerb levels, grades, lengths, widths and span lengths shall be surveyed and reflected on the plans • Parking layout including road markings, signage, pedestrian sidewalks, etc.
Roads	<ul style="list-style-type: none"> • The full road reserve width of existing roadways and all existing access roads for a distance of 10m • An additional 10m length beyond the theoretical start and end points along the road being surveyed must be included in the work • All portions of the road and existing access roads DTM in the format of cross sections at intervals not exceeding 20m on straights. The interval spacing must be reduced to 10m on curves with radii less than 1000m • Ramp - length of road and kerb, levels at edge and bottom edge • Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of concrete surfaces with the relevant invert levels clearly indicated • Gates and access control positions • Existing road signs, lane markings (start and end points of barrier lines) and other road markings (including digital photographs for each) • Pavement surface levels • Top and bottom levels of cuts and fills • Erosion protection, and kerb inlet lengths and grid inlet sizes • Existing Parking Area - Parking layout including road markings, signage, pedestrian sidewalks, etc.

16.2. Cadastral Information

Cadastral information from the Surveyor General's (SG) office has to be obtained and converted to relevant survey system (WGS84) and superimposed in separate layers (i.e. line work on a separate layer from boundary points) on digital terrain and plotted drawings. The requirements of COTO TMH11, Chapter 6 shall be applied for compiling these cadastral plans.

No scanned digital information will be allowed. Cadastral diagrams and compilations must be submitted. Cadastral boundaries of all traversed and adjacent properties shall be shown. Copies of SG diagrams are to be provided with co-ordinate list of WGS84. All servitude information shall be made available.

The services required entails the following:

- a) Establishing of permanent and temporary controls points and fixing them to WGS84 system.

- b) The site surveys and plans to be in accordance with the COTO: Standard Survey Guidelines: TMH 11.
- c) Develop and deliver digital terrain modelling (DTM) within the reserves, or respective areas, in terms of TMH 11 to be able to generate accurate cross-sections.
- d) Develop and submit detail contour survey with a contour interval of 0.5m (and not 1.0m vertical interval as specified in TMH11). Rail levels and ballast must not be considered when generating ground contours.
- e) All drawings to include for all visible services, structures, drainage structures detail including their positions, height of head walls, invert levels and dimensions and cross-sections along the railway or road reserve.
- f) Bridge lengths, widths and span lengths shall be surveyed and reflected on the plans. All drainage structures, manholes, bridges (also bridge names), low-level structures, culvert lengths, sizes, invert levels for inlets and outlets (including digital photographs of each), wing walls and erosion protection, kerb inlet lengths and grid inlet sizes.
- g) Develop and deliver DXF/DWG/DGN data indicating all features, contours and selected spot shots shall be submitted.
- h) The provision of survey records in terms of TMH11.

16.3. Format of Information Required

- a) The survey information shall be supplied in a digital format (assessable on Microstation and AutoCAD). All drawings provided must comply with Transnet CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the *Employer*. No scanned digital information will be allowed.
- b) The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK. In addition, the *Contractor* will provide a 3D triangulated surface in AutoCAD and Microstation format.
- c) All annotations on the plan shall be in English.
- d) The plan shall be orientated with north at the top of the drawing.
- e) **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- f) **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.
- g) To prevent cluttering of the as-is drawings, when plotting these levels the *Contractor* shall ensure that they are spaced not closer than **1mm apart (at a 1:200 scale)**, and that the numerals indicating the levels do not **overlap**.
- h) Levels and descriptions of the level shall be on separate CAD layers.
- i) Contours generated from the survey must accurately reflect the ground levels. The height intervals shall depend on site conditions and on the scale of the drawing. Where practical 0.5m contours shall be shown, but the space between plotted contours on the plan shall not be less than 5mm. Rail levels must not be considered when generating ground contours.

- j) Co-ordinates system and datum level.
- k) All co-ordinates shall be based upon the relevant WGS system (WGS84).
- l) The datum for levels shall be MSL.
- m) Information to be recorded
 - o The *Contractor* shall record all local topography on a grid of not more than 20m x 20m.
 - o Spot heights shall indicate the crests of hills and bottom of valleys and depressions. Sufficient spot heights need to be provided to indicate ground variations, which cannot be adequately expressed by contour lines. Storm water trenches, streams and berms need to be located and shown clearly.
 - o Cadastral boundaries of all traversed and adjacent properties shall be shown. All servitude information shall be made available.
 - o Control points must be recorded on a separate layer on the drawing.
- p) The width of the survey will extend as per the site location drawings indicated in the appendices of this SOW.

16.4. Control Points

- a) The *Contractor* shall make use of new **control points** and pick up all **existing** control points if any.
- b) The *Contractor* shall provide a list showing the co-ordinates and elevation of each control point and survey station.
- c) The new control points shall be inter-visible and not more than 100m apart.
- d) Control points shall be located in such a position as to minimise the likelihood of disturbance or damage.
- e) The *Contractor* and the Employer's Agent shall agree on the minimum envisaged number of control points required for the survey.
- f) The control points shall be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least $\Phi 200$ mm and 100mm deep, or any other method which will protect these points permanently, as agreed between the *Contractor* and the *Employers Agent*.
- g) A list of Trigonometric Beacons, control points and reference beacons used should be supplied with the plotted plans. These will include all the priority sites as mentioned above, the list should include name, coordinates and levels (where applicable).
- h) Each control point shall be provided with a rust proof metal tag set into the concrete indicating its number.
- i) Each control point shall have its own **photograph accompanied** with the survey.
- j) Control points/permanent reference beacons shall consist of 20mm iron pegs set firmly in concrete with stamped metal nameplate with reference and level, in accordance with TMH11. The *Contractor* can suggest an alternative control point and submit to the *Employer* for acceptance.

16.5. Measurements and Tolerances

- a) The accuracy of the contours generated from Civil Designer (software program to be used) must be such that upon comparison with the results of a selective check survey, the surveyed elevations of at least 90% of the points checked do not differ from their elevation as interpolated from the contours by more than half of the contour interval, and not more than 1% differ by more than the contour interval.

The check shots shall be placed at random and shall be sufficient in number for the size of the area being surveyed.

- b) Spot heights shall be accurate to $\pm 20\text{mm}$.
- c) Centre line of track/road position shall be accurate to $\pm 50\text{ mm}$ and rail levels to $\pm 10\text{mm}$.
- d) Invert levels of culverts and manholes shall be accurate to $\pm 10\text{mm}$.

16.6. Integrity of Results

- a) The *Contractor* shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the *Employers Agent*, that drawings depict details correctly.
- b) The *Employers Agent* will scrutinise and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary in order to satisfy himself that the terms of the contract and specification are met and complied with.

16.7. Survey Mapping

- a) Survey mapping shall be provided in the form of hard copies to a scale of 1:200 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.
- b) Tabulation of survey data in Excel and ASCII format.
- c) A list of the permanent / temporary survey beacons (bench marks) used for undertaking the services. This list must also be indicated on the Drawing.
- d) A list showing all descriptions of survey codes used.
- e) Photographs of the site in general must be provided in a digital format.
- f) A walk through digital video recording of the site in general must be provided.

16.8. Technical Requirements

The survey will be done in accordance with TMH11 as amended in 2013. The survey shall be based on WGS84 system.

16.9. Clarification Meeting

The appointed *Contractor* must be available for a clarification meeting either at the office or on site after the contract is awarded. The surveyor and the draft person must be available for this meeting.

17. Underground Service Detection Survey

17.1. Survey Outcomes

There are no copies of the archived existing service drawings available. Therefore, it is the responsibility of the *Contractor* to determine the position of all the existing services. Table 34 below shows a summary of the details and deliverables for all the survey outcomes.

Table 4: Survey Outcomes for the Underground Detection Survey

Outcome	Details/Deliverables
Underground Service Identification	<ul style="list-style-type: none"> • Electrical HT & LT • Telecommunications • Water (Potable or Fire) • Sewage • Stormwater • Other/unknown
Underground Service Orientation	<ul style="list-style-type: none"> • GPS coordinates according to the WGS84 South African Datum (Hartebeesthoek 94) are to be provided, mapping the route of each service identified. The spacing of the co-ordinates is to be taken in 2m intervals and at any junction point. • All junctions are to be determined such that a direction change in the service is clear. The average depth of the service is to be obtained in relation to the land levelling datum (MSL) & ground level in the area, with any critical variations in depth to be identified and documented. • The acceptable tolerance for the position is 0.3m (GPS Coordinate) and depth is 0.1m.

17.2. Survey Report

A survey report is to be provided documenting the survey methodology, underground services identified, and the position and depths. A section in the report should also address findings such as:

- Areas of concern (i.e. under depth services)
- Limitations and Constraints

17.3. Survey Drawing

- A complete set of AutoCAD, PDF and Microstation drawings are to be provided indicating all underground services within the boundary of the site. The drawing must have all services labelled and colour coded as per a legend.
- 1:1000 scale AutoCAD and Microstation drawings (in model space) showing all significant features including levels in the form of heights.
- AutoCAD and Microstation drawings should be layered using colours and line types to make the drawings easier to read. Below is typical line type/style and colours that can be used to indicate some of the basic utilities:

- | | |
|---------------------------|-------|
| • Electrical HT & LT | Red |
| • Telecommunications | Green |
| • Water (Potable or Fire) | Blue |
| • Sewage | Brown |



- | | |
|-----------------|----------------------------------|
| • Stormwater | White |
| • Gas/Diesel | Orange |
| • Other/unknown | (Any other colour except Yellow) |

Native drawings should be layered using colours and line types to make the drawings easier to read. The line types and colours to be used shall be according to ENG-STD-0001.

17.4. Survey Methodology

The methodology should aim to be non-invasive/destructive (i.e. Ground Penetrating radar) or mitigate invasiveness (minimize excavation) in the identification of the services. If an invasive method is unavoidable, the *Contractor* will be responsible to rehabilitate the affected area to its original state once the work is completed. The *Contractor* shall additionally ensure that trenching/invasive methods comply with Asbestos Abatement Regulations (Department of Labour, 2020) and shall get approval from the Project Manager before applying the said method. The *Contractor* will be responsible for the repairs and the costs incurred in effecting such repairs to any damage caused to Transnet's property or others' property by the *Contractor's* staff during the excavation.

ANNEXURE B

Employer's Drawing

ANNEXURE C

CAD Standards (ENG-STD-0001)

ANNEXURE D

Contractor Documentation Submission Requirements

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	5

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 The *bill of quantities*

Item No.	Payment Ref.	Description	Unit	Quantity	Rate	Total Cost
1		<u>SECTION 1</u>				
1,1		<u>BILL NO 1.: Preliminaries and General</u>				
		<u>Fixed-Charged Items</u>				
		<u>Contractual Requirements</u>				
1.1.1		Provision of Health and Safety File	Sum	1		
1.1.2		All other Contractual and legal requirements including insurances, signage, OHS, overheads, security, supervision, complete.	Sum	1		
		<u>Facilities for Contractor</u>				
1.1.3		Site Establishment for tools & equipment, ablution facilities, site offices and storage sheds	Sum	1		
1.1.4		Site De-Establishment	Sum	1		
Fixed Items						R -
		<u>Time Related Items</u>				
1.1.6		Plant and Equipment	Months	11		
1.1.7		Supervision & Security	Months	11		
1.1.8		Office containers and ablution facilities	Months	11		

Time Related Items	R -
---------------------------	------------

Total carried to final summary	R -
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SECTION 2					
BILL NO 2: Studies & Design					
2					
2.1		Topographic Survey & data interpretation report	Sum	1,00	
2.1		Conduct asbestos pipe tracing and underground water reticulation network	Sum	1,00	
2.3		Prepare and submit underground service detection report	Sum	1,00	
2.4		Prepare and submit Detailed underground survey & civil design, conceptual and detailed design drawings and documents of the water reticulation network in accordance to the relevant design standard and codes of practice. Drawing including all necessary specifications, cross sections and details, complete	Sum	1,00	
2.5		Disbursements (Site Meetings, Site Visits, etc.)	Sum	1,00	

Total carried to final summary	R -
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SECTION 3					
BILL NO 3.: Earthworks & Road Works					
3					
3.1		Site Clearance			
3.1.1		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m ²	400	
EXCAVATION, FILLING, ETC					
EXCAVATION, FILLING, ETC. OTHER THAN BULK					

		<u>Excavation in earth not exceeding 2m deep</u>				
3.1.2		Hand excavation in trenches to expose piping incl. handling as specified for any condition of the pipe	m ³	1500		
3.1.3		Removal, transportation and Disposal of existing pipe to a designated site as Specified by AAIA agent	m	1500		
		<u>Excavation in earth exceeding 2m not exceeding 4m deep</u>				
3.1.4		Soft Rock	m ³	Rate Only		Rate Only
3.1.5		Hard Rock	m ³	Rate Only		Rate Only
		<u>Filling with material from the excavations compacted to reach surrounding level. Allow for settlement of disturbed material. Any spoil or extra over material to be disposed to an approved dumping site, identified by the local authority:</u>				
3.1.6		Bedding Sand	m ³	251		
3.1.7		Backfilling with excavated material	m ³	1346,69		
		<u>Road Surfacing</u>				
		The contractor saw cut existing pavement, remove the asphalt, and excavate to required depth.				
3.1.8		Saw cut Asphalt pavement	m	170,00		
		The contractor shall reinstate the asphalt pavement to the original state once the water pipeline is installed using a cold mix asphalt, compacted to existing surfacing specification and to match surround level				

3.1.9		Re-surfacing using cold mix asphalt to existing level	m ²	52,00		
Total carried to final summary						R -
		<u>SECTION 4</u>				
4		<u>BILL NO: 3 Plumbing Works</u>				
4.1		Supply and installation of uPVC Class 16 water pipes; and Class 16 push on joints, bends and Tees for every change in direction of the water pipeline, supplied with synthetic rubber ring gaskets conforming to SANS 966-1:2014				
		UPVC Water Pipeline				
4.1.1		160mm Diameter uPVC water pipeline.	m	1100,00		
4.1.2		110mm uPVC water pipeline.	m	400,00		
		Bends, Tees and Joints, etc.				
4.1.3		UPVC Bends for 160mm diameter water pipeline.	No.	5,00		
4.1.4		UPVC Tees for 160mm diameter water pipeline.	No.	4,00		
4.1.5		UPVC Bends for 110mm diameter water pipeline.	No.	7,00		
4.1.6		UPVC Tees for 110mm diameter water pipeline.	No.	5,00		
4.1.7		Pressure testing, commissioning and disinfection of pipelines. Manholes as per dwg. complete as specified for depths over and up to:	m	1500,00		
4.1.8		1.0m up to 1.5m	No	1,00		

4.1.9		Circular valve box as specified	Item	1,00		
Total carried to final summary						R -
5		<u>SECTION 5</u>				
		<u>BILL NO: 4 Concrete Works:</u>				
5.1		<u>Thrust Blocks</u>				
		Supply and cast in formwork concrete thrust blocks of minimum 20MPa/19mm for all changes in direction of the water pipeline, bends, Tees and valves. Concrete Thrust blocks to comply with minimum dimensions for external diameter of pipes.				
5.1.1		For 160mm diameter pipeline	No.	9,00		
5.1.2		For 110mm diameter pipeline	No.	12,00		
5.1.3		For bends on the 160mm diameter pipeline	No.	6,00		
5.1.4		Allow for making and testing 150 x 150 x 150mm concrete strength test cubes on specific request from engineer (six per set).	No.	6,00		
Total carried to final summary						R -
Final Summary						R -

PART C4: SITE INFORMATION

Document Reference	Title	No of pages
C4	This Cover / Index Sheet	1
	Site Information	4

PART C4 SITE INFORMATION

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General Description

The aerial view below in Figure 1 shows the location of the Small Craft Harbour in relation to the Port of Saldanha Bay Precinct. The Small Craft Harbour lies east of the Sea Harvest Saldanha Industrial Park. The Small Craft Harbour area is separated from the rest of the port by the town of Saldanha bay. Due to its isolation from the rest of the port, this section has been made open to the public for recreation activities, where the operational areas have been fenced in with palisade fencing and access control equipment.

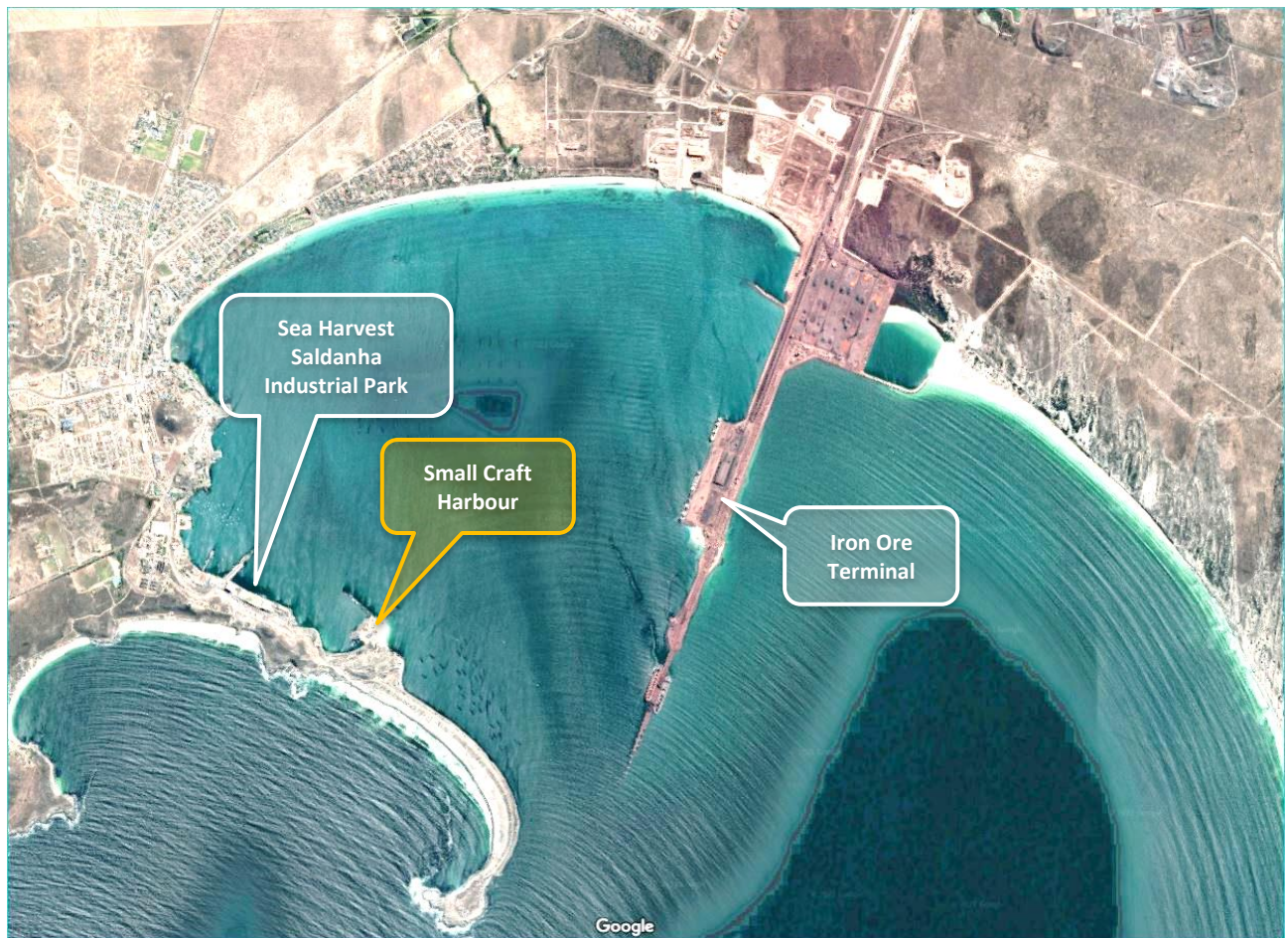


Figure 1: Locality Map for the location of the Small Craft Harbour

Detailed information on the port layout can be thoroughly viewed on the attached drawing – Drawing Number: SLDENG-00055-DC00009

1.2 Access Limitations

The following are TNPA Port of Saldanha access requirements:

a) Induction

Persons to undertake any site work (e.g., site inspections, construction work) at TNPA Port of Saldanha must be inducted. No persons may undertake any work on the site until they undergo a mandatory induction. All TNPA Port of Saldanha rules, regulations, and procedures in connection to health, safety and environment are presented during the induction.

b) Access Permit Controls

Access cards are available on request at no fee. The following will be required in order to grant access cards:

- i. A proof of induction, i.e., a copy of the attendance register.
- ii. A formal request in the form of a signed letter on a company letterhead indicating:
 - The reason for request, i.e., 'company' contracted to 'TNPA Port of Saldanha' to render 'services' for the 'mentioned project'.
 - The list of persons, with their ID numbers, to be issued with access cards.
 - The approximate period of access to be granted expressed in months or years if more than 12 months.
- iii. Copies of certified Identity Document / Card for each individual who needs an access card.

Persons without access cards will be required to report to the Registration Office each time they visit the port in order to be granted access to the TNPA Port of Saldanha.

c) Working Hours

Normal working hours: 08:00 to 16:30, Monday to Friday, excluding public holidays.

Working hours maybe varied on mutual agreement between the TNPA Project Manager / Official and the Contractor / Consultant.

1.3 Drawings

The drawings below must be studied prior to commencing any works on site.

Drawing Number	Description
SLDENG-00055-DC00009	Small Craft Harbour: Site Layout Plan

1.4 Underground Services

The TNPA Project Manager / Official requires the Contractor / Consultant to carry out the existing underground services investigation as part of the contract within the Project Site before designing and executing the assigned works. The TNPA Project Manager / Official shall furnish to the Contractor / Consultant drawings showing the demarcated site to be investigated.

Any damages to existing Port services due to negligence or recklessness of Contractor / Consultant will be for the Contractor's / Consultant's account.

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)



	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Bayvue Centre Marine Drive Saldanha 7395
10.1	The <i>Project Manager</i> is: (Name)	Phakama Mbarane
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel	022 703 5495
	e-mail	Phakama.Mbarane@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Shirley Ngwenya
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5437
	e-mail	Shirley.Ngwenya@transnet.net
11.2(13)	The <i>works</i> are	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND REPLACEMENT OF ASBESTOS WATER PIPES AT SMALL CRAFT HABOUR, PORT OF SALDANHA

11.2(14)	The following matters will be included in the Risk Register	1. Release of hazardous (asbestos) dust fibres which could lead to respiratory disease, and dust pollution. 2. Working in close proximity to existing electrical cables- accidental damage to electrical infrastructure 3. Excessive water loss during disconnection and reconnection of water pipes.	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	08 December 2023	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Safety file approval	27 January 2023
		2 Site Reconnaissance	30 January 2023
		3 Conduct underground detection Survey	06 February 2023
		4 Detailed Design	01 June 2023
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Small Craft Harbour	27 January 2023

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	16 January 2023
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th (fifteenth) day of each successive month. monthly on the
51.1	The <i>currency of this contract</i> is	South African Rand. the
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank (RMB), South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) <ul style="list-style-type: none"> • within a calendar month, • before the Completion Date for the whole of the works and • at the place stated in the Contract Data

The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.

Only the difference between the weather measurement and the weather which the weather data show to occur on average less frequently than once in ten years is taken into account in assessing a compensation event.

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

the cumulative rainfall (mm)

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Release of hazardous (asbestos) dust fibres which could lead to respiratory disease, and dust pollution. 2. Working in close proximity to existing electrical cables- accidental damage to electrical infrastructure 3. Excessive water loss during disconnection and reconnection of water pipes.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability

The deductibles are:		as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**

		<p>7 The insurance coverage referred to in 1, 2, 3, and 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	<p>The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is</p>	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>
84.2	<p>The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:</p>	<p>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</p>
9	Termination	<p>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</p>
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	<p>No additional data is required for this Option.</p>

60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 1254,97 per day
X16	Retention	

X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	1 years after Completion of the whole of the construction works
Z	<i>Additional conditions of contract are:</i>	
Z1	Local Production and Content Obligations	

-
- Z1.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03. Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:
1. uPVC Pipes -100%;
 2. Cement -100%; and
 3. Valves Products and Actuators -70%
- Z1.2** The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
- Z1.3** The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.
- The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
- Z1.4** The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

Z1.5

Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z2.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z3 Additional obligations in respect of Termination

Z3.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z3.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z3.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z4	Right Reserved by the Employer to Conduct Vetting through SSA	
Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

**Z5 Additional Clause Relating to
Collusion in the Construction
Industry**

Z5.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z6 Protection of Personal
Information Act**

Z6.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.....		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SCCC	The percentage for people overheads is:	%		
21 in SCCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SCCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	



62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		


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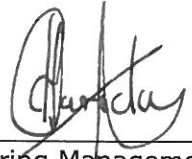
6 May 2010

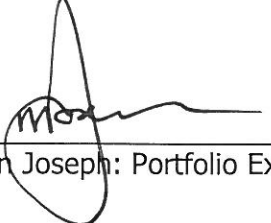
Transnet Capital Projects: Project Development and Execution: Engineering

CAD Standards

ENG-STD-0001

Prepared by:  20 SEPT 2010
Drawing Standards Committee
(Chairman: Ketan Bindapersad) Date

Reviewed by:  2011/09/20
Engineering Management
(Represented by Ashley Haridas) Date

Approved by:  20/09/2011
Mervin Joseph: Portfolio Executive: Engineering Date

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1. Purpose

The purpose of this document is to ensure that all CAD files and drawings are created in a logical and consistent format, and in a manner reflecting consistent design practice during the execution of the Projects within Transnet Capital Projects.

2. Scope

This standard applies to all PD&E and engineering personnel within Transnet Capital Projects, as well as external contractors and consultants appointed by PD&E, whom are responsible for developing, creating and issuing drawings.

All Engineering staff, contractors and consultants that are involved in the production of drawings for TCP, will be issued with this standard and must ensure compliance. It is noted that where fabrication shop details are required, it is not necessary for the contractor to comply with these standards and their own CAD packages may be used.

General drawing practice shall comply with current discipline-specific South African Standards.

In certain cases clients may prescribe standards different from this document.

3. References

- ISO 9001: Quality management systems- Requirements
- SANS 10144: Detailing of steel reinforcement for concrete
- SANS 10143: Building Drawing Practice
- SANS 1044-2: Welding Part II: Symbols
- SANS 10111: Engineering Drawing Part 1,2 and 3
- SANS 282: Bending dimensions of bars for concrete reinforcement
- South African Institute of Steel Construction (SAISC) Standard
- SYS-P-0001: Transnet Programme Numbering/Codification Procedure
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- BBB0041: Preparation of Drawings for Transnet Freight Rail
- BBB4354 : Preparation of signalling documents
- BBD 5371 : CAD Standard for technical Documentation
- SANS NRS 1002 : Graphical symbols for Electrical Diagrams
- CSE Z 148: Symbols for Signalling

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- Transnet Bridge Code 1983
- BBB4354: Technical asset life cycle management configuration management
- ENG-P-0105: Engineering Drawings

4. Responsibility

Administrators of the Drawing Standards are responsible for monitoring the implementation of the Standards and ensuring adherence to the Standards.

Any proposed changes to the Drawing Standards must be reviewed by the Drawing Standards Committee, as constituted from time to time by the Portfolio Executive, Engineering. Final approval vests in the Portfolio Executive Engineering.

5. Procedure

This standard should be read together with Engineering Procedure ENG-P-0105: Engineering drawings

6. Drawing Standard

6.1 Glossary of Terms

2D	Two Dimensional
3D	Three Dimensional
CAD	Computer Aided Design
DGN	MicroStation format graphics files and suffix
DWG	AutoCAD format graphics files and suffix
NTS	Not to Scale

6.2 Software

Only the most current versions of AutoCad and Microstation are to be used.

6.3 Units

All drawings will conform to SI units (Systems International)

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6.4 Language

All notes, comments and text will be in the English language (UK Standard)

All instructions on a drawing shall be in the imperative tense i.e.: Pipe to be cut, connection to be welded.

6.5 Templates

A template with all title blocks, text attributes, layer or level controls must be used when starting a new drawing. Templates are set up for each specific discipline i.e. Civil must use their specific templates, Architects their specific template etc. These discipline specific templates contain the discipline specific layer or level control.

Drawings/models must be done in model space. Viewports must then be created in the paper space at the required scale.

Notes must be done in paper space i.e. on the actual drawing sheet.

6.6 Drawing sizes

Designation	Trimmed Size
A0	841 x 1189
A1	594 x 841
A2	420 x 594
A3	297 x 420
A4	210 x 297

Long drawings, where necessary for wiring/circuit diagrams, cable run diagrams, track layouts etc. shall be prepared with widths equal to the widths of "A" series sheets, as required.

6.7 Scales

The requirements of scale settings are as follow:

When using model space, the design must always be full size, i.e. active scale = 1:1.
The title block shall not be scaled.

The viewport will be created on the drawing sheet (in paper space) and scaled to the required scale, rather than trying to scale the drawing sheet to a scale.

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In the case of non-dimensional drawings such as diagrammatic drawings, the viewport must be scaled to suit the drawing sheet.

Different vertical and horizontal scales may be chosen in order to exaggerate a profile or to clarify thin layers of a section.

The preferred scales are:

1:1	1:2	1:5
1:10	1:25	1:50
1:100	1:20	1:500
1:1000	1:200	1:5000
1:10000	1:2000	1:50000
1:100000	1:20000	

6.8 Text Attributes

All text shall be in Arial font, with a width factor of 0.7mm

Layer	Colour	Line type	Line weight	Plot style	Use/description
T2	WHITE	CONT	0.25	MONO	General text 2.5mm
T3	YELLOW	CONT	0.35	MONO	General text 3.5mm
T5	RED	CONT	0.50	MONO	General text 5.0mm
T7	GREEN	CONT	0.70	MONO	General text 7.0mm

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6.9 Dimensioning

All detailed dimensions shall be in millimetres

All elevations shall be in metres up to 3 decimal places, and clearly indicated, i.e.:

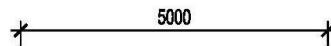
EL 23.000 m

Co-ordinates shall be stated in metres to 3 decimal places.

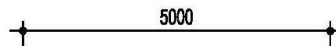
Dimensioning must be done whilst in paper space, in an **active** viewport. This is done so that the dimension size will always be consistent in scale i.e. it will be relative in scale to the scale that the viewport is set at.

Dimensions are not to be exploded.

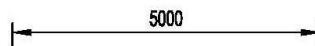
Examples:



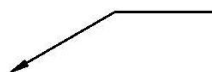
Dimension with oblique line



Dimension with dot



Dimension with arrow



Leader

6.10 Hatching

All hatching to be done in accordance with SANS 10143

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6.11 Layer Control

Standard layers with their own identities will be used in all drawings. The following categories apply:

1. Common layers (without discipline prefix)
2. Architectural layers (A_)
3. Civil layers (C_)
4. Structural layers (S_)
5. Electrical, light and power layers (E_)
6. Mechanical layers (M_)
7. Overhead Track Equipment layers (O_)
8. Signal layers (N_)
9. Telecommunications layers (V_)
10. Bridge layers (B_)
11. Water layers (W_)
12. Perway layers (P_)
13. G.I.S. / Land surveying layers

There are no specific layers set out in this document; save to say that text and all different objects and features must be named in its own layer.

Should further Layers or Levels be required the discipline specific prefix should be used.

COMMON LAYERS						
LAYER NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
0	STANDARD LAYER	WHITE	CONT	0.25	MONO	YES
DIMS	DIMENSIONS (PER SCALE)	WHITE	CONT	0.25	MONO	YES
HATCH	GENERAL HATCHING	11	CONT	0.18	MONO	YES
HATCH- 252	HATCHING IN COLOUR 252	252	CONT	DEFAULT	COLOUR	YES
HATCH- 254	HATCHING IN COLOUR 254	254	CONT	DEFAULT	COLOUR	YES
T2	GENERAL TEXT 2.5mm	WHITE	CONT	0.25	MONO	YES
T3	GENERAL TEXT 3.5mm	YELLOW	CONT	0.35	MONO	YES
T5	GENERAL TEXT 5.0mm	RED	CONT	0.50	MONO	YES
T7	GENERAL TEXT 7.0mm	GREEN	CONT	0.70	MONO	YES
VPORT	VIEWPORTS IN LAYOUTS	254	CONT	DEFAULT	NORMAL	NO
FRAME	TITLE BLOCK FRAME	WHITE	CONT	0.25	MONO	YES
LOGOS	LOGO LAYER	WHITE	CONT	0.25	MONO	YES

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ARCHITECTURE						
LAYER NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
A_BR-N	NEW BRICKWALLS	RED	CONT	0.5	MONO	YES
A_BR-X	EXTG BRICKWALLS	YELLOW	CONT	0.35	MONO	YES
A_CONC-N	NEW CONCRETE	GREEN	CONT	0.7	MONO	YES
A_CONC-X	EXTG CONCRETE	YELLOW	CONT	0.35	MONO	YES
A_DOOR	DOORS	MAGENTA	CONT	0.18	MONO	YES
A_FIT	FITTINGS	CYAN	CONT	0.18	MONO	YES
A_FLFIN	FLOOR FINISH	8	CONT	0.13	MONO	YES
A_GRID	GRIDLINES	9	CENTRE	0.18	MONO	YES
A_HIDE	HIDDEN LINES	CYAN	HIDDEN	0.18	MONO	YES
A_PART-N	NEW PARTITIONS	BLUE	CONT	0.7	MONO	YES
A_PART-X	EXTG PARTITIONS	YELLOW	CONT	0.35	MONO	YES
A_REM	DEMOLISH/REMOVE	9	DASHED	0.18	MONO	YES
A_WIN	WINDOWS	MAGENTA	CONT	0.18	MONO	YES
G1	GENERAL 0.18	11	CONT	0.18	MONO	YES
G2	GENERAL 0.25	WHITE	CONT	0.25	MONO	YES
G3	GENERAL 0.35	YELLOW	CONT	0.35	MONO	YES
G5	GENERAL 0.5	RED	CONT	0.5	MONO	YES
G7	GENERAL 0.7	BLUE	CONT	0.7	MONO	YES
H	HATCH	11	CONT	0.18	MONO	YES
H-252	SOLID HATCH/INFILL	252	CONT	0.25	COLOUR	YES
H-254	SOLID HATCH/INFILL	254	CONT	0.25	COLOUR	YES
A_SITE	SITE AND LOCALITY PLANS	RED	CONT	0.18	MONO	YES
A_DIM	DIMENSIONS	RED	CONT	0.18	MONO	YES
A_BR-N2	CAVITIES	RED	CONT	0.18	MONO	YES
A_SEW	DRAINAGE PLAN	GREEN	CONT	0.40	MONO	YES
A_SW	STORMWATER PLAN & SECTION	RED	CONT	0.18	MONO	YES
A_BL	BUILDING LINE	8	HIDDEN	0.13	MONO	YES

CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_BENCH	BENCH MARKS	WHITE	CONT	0.25	MONO	YES
C_BLD-N	PROPOSED BUILDINGS	GREEN	CONT	0.35	MONO	YES
C_BLD-X	EXISTING BUILDINGS	RED	CONT	0.18	MONO	YES
C_BRG-N	PROPOSED BRIDGES	GREEN	CONT	0.35	MONO	YES
C_BRG-X	EXISTING BRIDGES	RED	CONT	0.18	MONO	YES
C_CHAIN	CHAINGE	MAGENTA	CONT	0.15	MONO	YES
C_CONC	CONCRETE SURFACING	GREEN	CONT	0.35	MONO	YES
C_CONC-B	CONCRETE BELOW GROUND LEVEL	YELLOW	DASH	0.25	MONO	YES
C_CRANE	CRANE RAILS & EQUIPMENT	YELLOW	CONT	0.25	MONO	YES



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CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_CULV-N	PROPOSED CULVERTS	GREEN	CONT	0.35	MONO	YES
C_CULV-X	EXISTING CULVERTS	MAGENTA	CONT	0.15	MONO	YES
C_FNC-PA-X	EXISTING FENCING- PALISADE	MAGENTA	FENCE2	0.15	MONO	YES
C_FNC-PC-X	EXISTING FENCING- PRECAST CONCRETE	MAGENTA	DIVIDE	0.15	MONO	YES
C_FNC-ST-X	EXISTING FENCING-STEEL/WIRE	CYAN	FENCE3	0.25	MONO	YES
C_FNC-PA-N	FENCING-PALISADE	YELLOW	FENCE2	0.25	MONO	YES
C_FNC-PC-N	FENCING-PRECAST CONCRETE	YELLOW	DIVIDE	0.25	MONO	YES
C_FNC-ST-N	FENCING-STEEL/WIRE	YELLOW	FENCE3	0.25	MONO	YES
C_FORM-N	PROPOSED FORMATION	4	CONT	0.70	MONO	YES
C_FORM-X	EXISTING FORMATION	41	CONT	0.25	MONO	YES
C_GRID	GRID LINES	251	CONT	0.01	MONO	YES
C_GR-LN	GROUND LINE	MAGENTA	DASH	0.15	MONO	YES
C_KERB-N	PROPOSED KERBING	GREEN	CONT	0.35	MONO	YES
C_KERB-X	EXISTING KERBING	MAGENTA	CONT	0.15	MONO	YES
C_PAV	PAVING	WHITE	CONT	0.25	MONO	YES
C_PREM	PREMIX SURFACING	YELLOW	CONT	0.25	MONO	YES
C_RD-M	PROPOSED ROAD MARKINGS	WHITE	CONT	0.25	MONO	YES
C_RD-N	EXISTING ROAD MARKINGS	251	CONT	0.01	MONO	YES
C_REM	REMOVED/DEMOLISHED CIVIL WORKS	251	HIDDEN	0.01	MONO	YES
C_RES	RESERVOIRS	YELLOW	CONT	0.25	MONO	YES
C_RET	RETAINING STRUCTURES	GREEN	CONT	0.35	MONO	YES
C_SERV	SERVITUDES	93	DASHED2	0.25	MONO	YES
C_SEW-N	PROPOSED SEWER	40	DASH/DOT	0.50	MONO	YES
C_SEW-X	EXISTING SEWER	41	DASH/DOT	0.25	MONO	YES
C_SHORE	SHORE LINE, QUAY WALLS	CYAN	CONT	0.25	MONO	YES
C_SIGN-N	PROPOSED SIGNAGE	WHITE	CONT	0.25	MONO	YES
C_SIGN-X	EXISTING SIGNAGE	251	CONT	0.01	MONO	YES
C_SW-N	PROPOSED STORMWATER	150	DIVIDE	0.50	MONO	YES
C_SW-TXT-N	PROPOSED STORMWATER TEXT	2	CONT	0.25	MONO	YES
C_SW-X	EXISTING STORMWATER	151	DIVIDE	0.25	MONO	YES
C_SW-TXT-X	EXISTING STORMWATER TEXT	MAGENTA	CONT	0.15	MONO	YES
C_STEEL	STEEL STRUCTURES	YELLOW	CONT	0.25	MONO	YES
C_SLEV	SLEEVE PIPES	WHITE	DASH	0.25	MONO	YES
C_TR-CUR	CURVE DATA	WHITE	CONT	0.25	MONO	YES
C_TR-N	PROPOSED RAIL TRACKS	CYAN	CONT	0.50	MONO	YES
C_TR-X	EXISTING RAIL TRACKS	251	CONT	0.01	MONO	YES
C_TR-T	TEMPORARY RAIL TRACKS	YELLOW	CONT	0.25	MONO	YES
C_TUN-N	PROPOSED TUNNELS	102	DASH	0.70	MONO	YES
C_TUN-X	EXISTING TUNNELS	101	DASH	0.25	MONO	YES
C_WR-N	PROPOSED WATER (PIPES/FITTINGS)	80	BORDER	0.50	MONO	YES
C_WR-X	EXISTING WATER (PIPES/FITTINGS)	81	BORDER	0.25	MONO	YES



Transnet Capital Projects

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CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_BB	BANK BOTTOM EXISTING	35	HIDDEN	0.25	MONO	YES
C_BT	BANK TOP EXISTING	35	DASHED	0.25	MONO	YES
C_BA	BANK BATTER EXISTING	35	CONT	0.25	MONO	YES
C_BB-N	BANK BOTTOM NEW	41	HIDDEN	0.25	MONO	YES
C_BT-N	BANK TOP NEW	41	DASHED	0.25	MONO	YES
C_BA-N	BANK BATTER NEW	41	CONT	0.25	MONO	YES
C_SHORE	SHORE LINE	CYAN	CONT	0.25	MONO	YES
C_QUAY	QUAY WALL	GREEN	CONT	0.25	MONO	YES
C_FIRE-E	FIRE EQUIPMENT	RED	CONT	0.25	MONO	YES
C_FIRE-P	FIRE SUPPLY PIPING	RED	DASHDOT	0.25	MONO	YES

STRUCTURES						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
S_STEEL1	DETAIL1:5/1:10	GREEN	CONT	0.7	MONO	YES
S_STEEL2	PLAN/SECT/ELEV	WHITE	CONT	0.5	MONO	YES
S_STEEL3	DET/PLAN/SECT	YELLOW	DASHED	0.25	MONO	YES
S_STEEL4	DETAIL1:2	CYAN	CONT	1.2	MONO	YES
S_STEEL5	PLAN/SECT/ELEV	RED	CONT	0.18	MONO	YES
S_STEEL6	PLAN/SECT/ELEV	RED	DASHED	0.18	MONO	YES
S_STEEL7	PLAN/SECT/ELEV	RED	CENTRE	0.18	MONO	YES
S_STEEL8	DETAILS	YELLOW	DASHED	0.25	MONO	YES
S_STEEL9	EXISTING	RED	DASH/DOT	0.18	MONO	YES
S_STEEL10	EXISTING	YELLOW	DASH/DOT	0.25	MONO	YES
S_STEEL11	PLAN/SECT/ELEV	YELLOW	CONT	0.25	MONO	YES
S_STEEL12	PLAN/SECT/ELEV	YELLOW	CENTRE	0.18	MONO	YES
S_STEEL13	DETAILS	WHITE	DASHED	0.05	MONO	YES
S_CONC1	FOUND/PLAN	GREEN	CONT	0.7	MONO	YES
S_CONC2	REBAR DETAIL	GREEN	CONT	0.7	MONO	YES
S_CONC3	REBAR FOUND	YELLOW	CONT	0.25	MONO	YES
S_CONC4	REBAR FOUND	YELLOW	DASHED	0.25	MONO	YES
S_CONC5	REBAR FOUND	WHITE	CONT	0.5	MONO	YES
S_CONC6	REBAR FOUND	WHITE	DASHED	0.5	MONO	YES
S_CONC7	REBAR FOUND	RED	CENTRE	0.18	MONO	YES
S_CONC8	REBAR FOUND	BLUE	CONT	1.0	MONO	YES
S_WALLS	WALLS	RED	CONT	0.18	MONO	YES
S_HATCH	PROPOSED HATCH	8	CONT	0.01	MONO	YES
S_HATCH EX	EXISTING HATCH	15	Cont	0.065	MONO	YES
S_SLABLINE	SLAB LINE	MAGENTA	Cont	0.18	MOMO	YES
S_REBAR	REBAR	CYAN	CONT	0.50	MONO	YES

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STRUCTURES						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
S_COLUMN	COLUMN PLAN	GREEN	CONT	0.35	MONO	YES
S_CONC SECT	CONCRETE SECTION	CYAN	CONT	0.5	MONO	YES
S_CONC SECT	CONCRETE SECTION HATCH	8	CONT	0.01	MONO	YES
S_REBAR	REBAR SECTION	RED	CONT	0.18	MONO	YES
S_DIMENSIO	DIMENSION	RED	CONT	0.18	MONO	YES
S_BEAM_DS	BEAM DS	BLUE	CONT	0.7	MONO	YES
S_BEAM_US	BEAM US	BLUE	CONT	0.7	MONO	YES

ELECTRICAL, LIGHT AND POWER						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
E_CABLE	ELECTRICAL CABLES BELOW SURFACE	222	ELEC-1	0.35	MONO	YES
E_CDUCT	DOWN CONDUCTORS	BLUE	CONT	0.70	MONO	YES
E_COND	CONDUITS	WHITE	DASH	0.25	MONO	YES
E_DBOARD	DISTRIBUTION BOARDS	YELLOW	CONT	0.35	MONO	YES
E_EARTH	EARTH SPIKE	RED	CONT	0.50	MONO	YES
E_EX	EXISTING ELECTRICAL	9	CONT	0.18	SCREEN60	YES
E_LUM	LUMINAIRES	RED	CONT	0.50	MONO	YES
E_PSKIRT	POWER SKIRTING	245	DASH	2.00	MONO	YES
E_REM	REMOVED/OBSELETE ELEC ITEMS	CYAN	DASH	0.25	MONO	YES
E_SW-SOC	LIGHT SWITCHES, SOCKET OUTLETS	WHITE	CONT	0.25	MONO	YES
E_WIRE	ELECTRICAL WIRING	YELLOW	CONT	0.35	MONO	YES
E_ELP	ELECTRICAL LIGHT POLE	RED	CONT	0.25	MONO	YES
E_HLM	HIGH LIGHT MAST	RED	CONT	0.25	MONO	YES

MECHANICAL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
M_AIRCON	AIRCONDITIONERS	MAGENTA	CONT	0.25	MONO	YES
M_DUCT	AIRCON DUCTING	WHITE	CONT	0.25	MONO	YES
M_FANS	EXTRACTOR & CEILING FANS	CYAN	CONT	0.25	MONO	YES

OVERHEAD TRACK EQUIPMENT						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
O_STRC-X	EXISTING STRUCTURES	WHITE	CONT	0.25	MONO	YES
O_STRC-N	PROP. STRUCTURES	RED	CONT	0.50	MONO	YES
O_MOFF-X	EXISTING MAKE OFF WIRES	WHITE	CONT	0.70	MONO	YES

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OVERHEAD TRACK EQUIPMENT						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
O_MOFF-N	PROP MAKE OFF WIRES	RED	CONT	0.50	MONO	YES
O-EARTH-X	EXISTING EARTH WIRE	WHITE	CONT	0.18	MONO	YES
O-EARTH-N	PROP EARTH WIRE	BLUE	DASH	0.30	MONO	YES
O-TLINE-X	EXISTING TRANS -MISSION LINE	WHITE	CONT	0.50	MONO	YES
O-TLINE-N	PROP TRANS -MISSION LINE	GREEN	CONT	0.35	MONO	YES
O_NEG RET-X	EXISTING NEG. RETURN	WHITE	C-DOT	0.35	MONO	YES
O_NEG RET-N	PROP NEG. RETURN	BLUE	C-DOT	0.50	MONO	YES

SIGNALS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
N_EQ-N	PROPOSED SIGNAL EQUIPMENT	232	CONT	0.50	MONO	YES
N_EQ-X	EXISTING SIGNAL EQUIPMENT	231	CONT	0.25	MONO	YES
N_CAB-X	SIGNAL CABLES EXISTING	201	PHANTOM	0.25	MONO	YES
N_CAB-N	SIGNAL CABLES NEW	201	DIVIDE	0.25	MONO	YES

TELECOMMUNICATIONS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
V_CBL-N	PROPOSED COMMS CABLES	202	PHANTOM	0.70	MONO	YES
V_CBL-X	EXISTING COMMS CABLES	201	PHANTOM	0.25	MONO	YES
V_NAV	NAVIGATION EQUIPMENT	214	CONT	0.25	MONO	YES
V_OPTIC-N	PROPOSED FIBER OPTIC CABLE	192	PHANT2	0.70	MONO	YES
V_OPTIC-X	EXISTING FIBRE OPTIC CABLE	191	PHANT2	0.25	MONO	YES
V_PNT-N	PROPOSED VOICE/DATA POINT	YELLOW	CONT	0.35	MONO	YES
V_PNT-X	EXISTING VOICE/DATA POINT	9	CONT	0.18	MONO	YES
V_REM	REMOVED/OBSOLETE COMMS ITEMS	CYAN	DASH	0.25	MONO	YES

BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_ABUT	ABUTMENT	GREEN	CONT	0.5	MONO	YES
B_BOL	BOLLARD	GREEN	CONT	0.5	MONO	YES
B_BORE	BOREHOLES	YELLOW	CONT	0.25	MONO	YES
B_CENT	CENTRE LINE	RED	CENTRE	0.18	MONO	YES
B_CONC	CONCRETE	GREEN	CONT	0.5	MONO	YES
B_CONTH	CONCRETE THIN	RED	CONT	0.18	MONO	YES
B_CONTHK	CONCRETE THIC	GREEN	CONT	0.5	MONO	YES



Note: If hardcopy, check electronic system for latest revision

BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_CONMED	CONCRETE MED	YELLOW	CONT	0.25	MONO	YES
B_CONHIDTH	CONC HIDE THIN	RED	DASHED	0.18	MONO	YES
B_CONHIDTH	CONC HIDE THIC	YELLOW	DASHED	0.25	MONO	YES
B_CONCHIDM	CONC HIDE MED	WHITE	DASHED	0.35	MONO	YES
B_CONCHAT	CONC HATCH	RED	CONT	0.18	MONO	YES
B_CONCSHAD	CONC SHADE	11	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	12	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	13	GREYSCA		GREY	YES
B_CONCPIPE	CONC PIPES	WHITE	CONT	0.35	MONO	YES
B_CONTT	CONTOUR INTER	RED	CONT	0.18	MONO	YES
B_CONTMN	CONTOUR MAIN	YELLOW	CONT	0.25	MONO	YES
B_CADAS	CADASTRALS	RED	CONT	0.18	MONO	YES
B_CAISS	CAISSONS	WHITE	CONT	0.35	MONO	YES
B_COORD	COORDINATES	YELLOW	CONT	0.25	MONO	YES
B_DECK	DECK SLAB	WHITE	CONT	0.35	MONO	YES
B_EXIST	EXISTING	RED	CONT	0.18	MONO	YES
B-FEND	FENDERS	WHITE	CONT	0.35	MONO	YES
B_FIREHYD	FIRE HYDRANT	WHITE	CONT	0.35	MONO	YES
B_GRID	GRID LINES	RED	CENTRE	0.18	MONO	YES
B_HAND	HANDRAILING	WHITE	CONT	0.35	MONO	YES
B_KEYPL	KEY PLAN	YELLOW	CONT	0.25	MONO	YES
B_LOGRID	LO GRIDLINES	RED	CONT	0.18	MONO	YES
B_MANH	MANHOLES	WHITE	CONT	0.35	MONO	YES
B_MASCAP	MASS CAPPING	WHITE	CONT	0.35	MONO	YES
B_PAVE	PAVING	WHITE	CONT	0.35	MONO	YES
B_PARA	PARAPETS	WHITE	CONT	0.35	MONO	YES
B_PCBEAM	PC BEAMS	WHITE	CONT	0.35	MONO	YES
B_PIER	PIERS	WHITE	CONT	0.35	MONO	YES
B_REINFTHN	REBAR THIN	RED	CONT	0.18	MONO	YES
B_REINFTHC	REBAR THICK	GREEN	CONT	0.5	MONO	YES
B_REINFMED	REBAR MEDIUM	WHITE	CONT	0.35	MONO	YES
B_REINFHIDT	REBAR HIDE THN	RED	DASHED	0.18	MONO	YES
B_REINFHIDM	REBAR HIDE MED	YELLOW	DASHED	0.25	MONO	YES
B_REINFDIM	REBAR DIMENS	RED	CONT	0.18	MONO	YES
B_STEEL	STEEL WORKS	WHITE	CONT	0.35	MONO	YES
B_SLTDRAIN	SLOT DRAIN	WHITE	CONT	0.35	MONO	YES
B_WGS	WGS84 GRID	RED	CONT	0.18	MONO	YES
B_WWALL	WING WALLS	WHITE	CONT	0.35	MONO	YES
B_RETWALL	RETAIN WALL	WHITE	CONT	0.35	MONO	YES
B_GEN1	GENERAL 0.18	RED	CONT	0.18	MONO	YES
B_GEN2	GENERAL 0.25	YELLOW	CONT	0.25	MONO	YES

Note: If hardcopy, check electronic system for latest revision

BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_GEN3	GENERAL 0.35	WHITE	CONT	0.35	MONO	YES
B_GEN4	GENERAL 0.5	GREEN	CONT	0.5	MONO	YES
B_GEN5	GENERAL 0.7	CYAN	CONT	0.7	MONO	YES

WATER (CIVIL)						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
W_PROP1	OIL SEP/BLDGS	GREEN	CONT	0.5	MONO	YES
W_PROP2	STRUCTURES	GREEN	DASHED	0.5	MONO	YES
W_PROP3	PIPES	WHITE	CENTRE	0.5	MONO	YES
W_REBAR1	LAYOUT	WHITE	CONT	0.7	MONO	YES
W_REBAR2	REINFORCING	BLUE	CONT	0.7	MONO	YES
W_REBAR3	REINFORCING	BLUE	DASHED	0.7	MONO	YES
W_REBAR4	LAYOUT	WHITE	DASHED	0.7	MONO	YES

PERWAY LAYERS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
P_CAT-G	CATTLE GRID	GREEN	CONT	0.25	MONO	YES
P_GEOT	GEOTECHNICAL DATA	WHITE	CONT	0.25	MONO	YES
P_GR-LAY	LAYERWORKS	35	CONT	0.25	MONO	YES
P_TACHY-T	TACHY TEXT	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY LEVEL	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY POINTS	WHITE	CONT	0.25	MONO	YES
P_RD-G	ROAD GRAVEL	41	DASHED	0.25	MONO	YES
P_RD-M	ROAD MAIN	WHITE	CONT	0.25	MONO	YES
P_RD-S	ROAD SIGNS	WHITE	CONT	0.25	MONO	YES
P_TR-DES	TRACK DESIGN	RED	CONT	0.25	MONO	YES
P_TR-CO	TRACK CO-ORDS	WHITE	CONT	0.25	MONO	YES
P_TR-F	TRACK FUTURE	ORANGE	CONT	0.25	MONO	YES
P_TR-C	TRACK CENTRE LINE	WHITE	CENTER	0.25	MONO	YES
P_TR-TO	TRACK TURNOUTS	WHITE	CONT	0.25	MONO	YES
P_TR-UP	TRACK UPLIFT	252	HIDDEN	0.25	MONO	YES
P_TR-S	TRACK SLEEPERS	WHITE	CONT	0.25	MONO	YES
P_TR-R	TRACK RAILS	WHITE	CONT	0.25	MONO	YES
P_TR-EQ	TRACK EQUIPMENT	WHITE	CONT	0.25	MONO	YES
P_TR-SUR	TRACK SURVEYED	WHITE	CONT	0.25	MONO	YES

Note: If hardcopy, check electronic system for latest revision

PERWAY LAYERS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
P_TEL-T	CABLE ROUTE TELCOM	201	PHANTOM	0.25	MONO	YES
P_TEL-N	CABLE ROUTE NEOTEL	201	DIVIDE	0.25	MONO	YES
P_TEL-TR	CABLE ROUTE TRANSNET	201	DASHDOT	0.25	MONO	YES
P_SUBS-D	SUBSOIL DRAIN, GEOFABRIC, FINDRAIN	111	CONT	0.25	MONO	YES

6.12 Section Lines



Section lines are to be as above. They are to be inserted as a block from the symbols library.

6.13 North Point



The North Point above is to be used. It is to be inserted as a block from the symbols library.

Note: If hardcopy, check electronic system for latest revision

6.14 The Title Block

The Title Block must reflect the following:


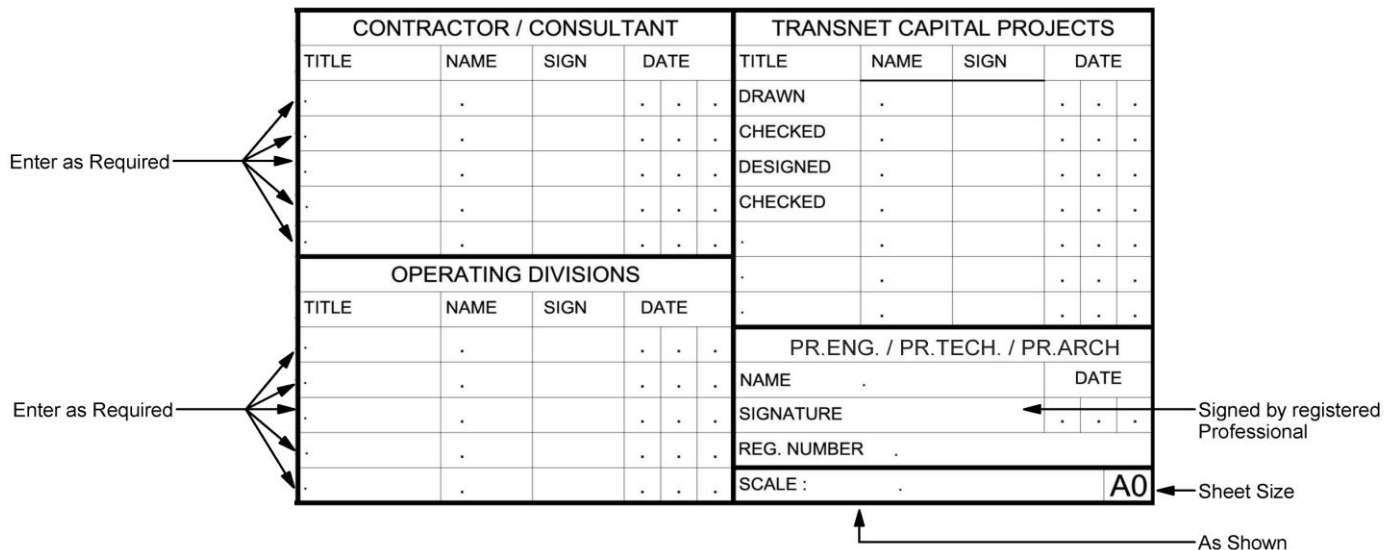
Transnet Capital Projects										
TRANSNET LTD (TRADING AS TRANSNET CAPITAL PROJECTS) : REG. NO. 1990/000900/06										
237 MAHATMA GANDHI ROAD DURBAN										
P.O. BOX 1073, DURBAN										
TEL: 031 361 1696										Relevant Address
FAX: 0866 770815										Relevant telephone and fax numbers
PORT OF DURBAN										Area Title
PIER 2: PORT OF DURBAN										First Line: Project description
CONTAINER TERMINAL										Second Line: Item description
CVR WORKSHOP										Third Line: Item description (Optional)
GROUND FLOOR PLAN										Fourth Line: General drawing description, type of drawing e.g.: Plan, Section, Elevation, General Arrangement etc.
PROJECT NUMBER	OD	FBS	DIS	TYPE	DRAWING NO.	SHEET	REV	ID		
.	TD	
7 digit sequential number	Operating Division	Facility Breakdown Structure: sometimes referred to as WBS (Work Breakdown Structure)	Discipline	Document Type	Sequential Drawing number	Sheet Number	Revision Number	Originator of the Drawing		
									These will be supplied by Document Control	

Figure 6.14.1 The Title Block

Note: If hardcopy, check electronic system for latest revision

6.15 Fields in the Signature Block

The Fields in the title block must reflect the following:



CONTRACTOR / CONSULTANT				TRANSNET CAPITAL PROJECTS			
TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE
.	.	.	.	DRAWN	.	.	.
.	.	.	.	CHECKED	.	.	.
.	.	.	.	DESIGNED	.	.	.
.	.	.	.	CHECKED	.	.	.
.
.
OPERATING DIVISIONS				PR.ENG. / PR.TECH. / PR.ARCH			
TITLE	NAME	SIGN	DATE	NAME	DATE		
.	.	.	.	SIGNATURE	.		
.	.	.	.	REG. NUMBER	.		
.	.	.	.	SCALE :	A0		

Enter as Required

Enter as Required

Signed by registered Professional

Sheet Size

As Shown

Figure 6.15.1 Fields in the Signature Block

6.16 Revised Drawings

All amendments to drawings must be clearly referenced and indicated on the original drawing together with the draughtperson's name and date. The amendment block has provision for a checker's signature, an approval signature and a date.

Drawings and amendments to drawings shall be indexed as follows:

- Internal TCP issue to have No. as ` 1, 2, 3 etc. Description to always read ` Issued internal review'.
- Tender drawings: No. to be alphabetical ie.: OA, OB, OC etc.
- Construction drawings : No. to be alpha-numerical ie.: 01, 02, 03 etc.
- As built drawings: ZZ
- All drawings shall have the revision raised to the next applicable revision reference (as stated above) which shall be inserted in the revision box of the drawing title block before any drafting is started.
- Previously revised drawings to be saved as and re-named to reflect the current revision number. Revisions to be noted from bottom to top and previous revision clouds to be removed from drawings.

[illegible]

Revision & Hold Clouds

-

17

Note: If hardcopy, check electronic system for latest revision

6.17 Reference Drawings

Drawing number as reflected in drawing title.

Drawing description as per general drawing description in title block.

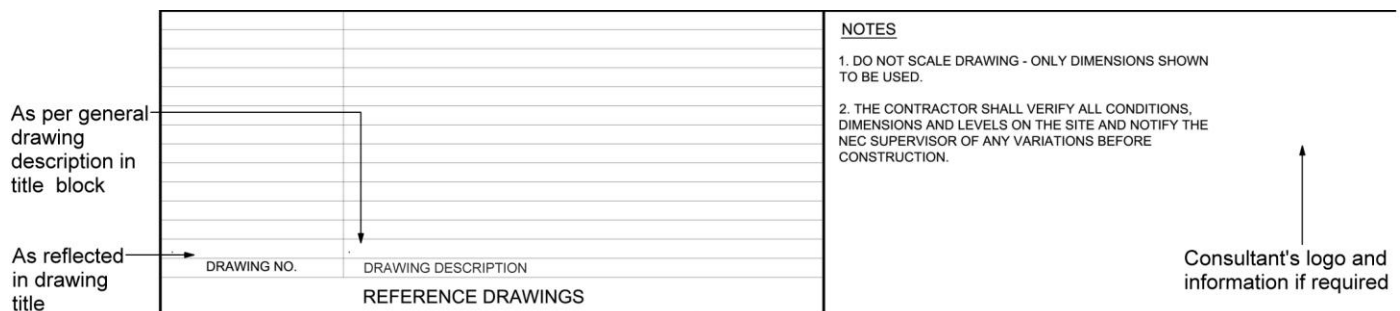


Figure 6.17.1 Reference Drawings

6.18 Key Plan usage

Key plans for different areas in the project are provided and should be referenced in. This approach allows any changes to the key plan to appear immediately on all drawings plotted from that point on.

Note: The drawing subject area is to be hatched on the current drawing.

6.19 Symbols and abbreviations

For Standard symbols Refer to:

- SANS 10143: Building drawing practice
- BBB0041: Preparation of drawings for Transnet Freight Rail
- SANS 1044: Welding Part II: Symbols
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- Z148: Symbols for Signalling

If it is necessary to use symbols which are not standard national symbols, or located on the Transnet template, a new symbol may be created with its description tabled on the applicable drawing.

Note: If hardcopy, check electronic system for latest revision

6.20 Identification of Views

All views shall be identified in the following format:

- The two main forms of projection shall be used namely third and first angle projection.
- Indicate scale only if scale varies from title block scale
- Reference to a drawing where a section or a detail was taken is required if the view is shown on another drawing.
- Letters shall be used for details. Numbers shall be used for elevations and sections. Do not use letters "I" and "O"

Type	Format	Example
Details	Alpha	DETAIL A
Section	Numeric	SECTION 1
View	Alpha	VIEW X
Items	Alpha	ITEM A – TROLLEY FRAME

Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: UPGRADE AND REPLACEMENT OF THE
ASBESTOS WATER PIPELINES AT SMALL CRAFT HARBOUR, PORT OF
SALDANHA

MONTH/YEAR COMPILED: September 2021

PREPARED BY: Safety, Health & Environmental (SHE)
Department, Private Bag X1, Saldanha, 7395

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1. Introduction

This specification development guideline identifies and encompasses the working behaviours and safe work practices that are expected of all Transnet SOC Ltd employees, Contractors, Consultant, Visitors and Suppliers, engaged on Transnet managed projects as required by Occupational Health and Safety Act (85 of 1993). (The “Act”)

The purpose of the abovementioned Specification is to:-

- Acquaint the Contractor about the need to determine the risks concerned with the specific project prior to making submissions to the Client for consideration of their request to do business with and within the Transnet National Port’s Authority (TNPA) Saldanha.
- Make sure that the Client’s Safety, Health and Environmental Specification are used as the basis for the drafting of the Contractor’s Safety, Health and Environmental Management Plan.
- Proactively the provided Safety, Health and Environmental Specification to be used as a Guideline to be followed by all Contractors to ensure mitigation measures are in place for the health and safety of all persons potentially at risk during the service delivery and that the environment is protected from any potential negative impacts that could arise as a result of the service delivery

2. Scope of Work

The scope of work entails the **UPGRADE AND REPLACEMENT OF THE ASBESTOS WATER PIPELINES AT SMALL CRAFT HARBOUR, PORT OF SALDANHA.**

CONTEXT

This specification must be read and used in conjunction with the technical and tender specifications, the Act, and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act. . All requirements contained in this document must be adhered to at all times while executing the work and delivery of service.

This part of the specification has the objective to assist Contractors entering into contracts with TNPA that they comply with the Occupational Health and Safety (OHS) Act, No. 85 of 1993 and all applicable Environmental Legislation.

Compliance with this document does not absolve the Contractor from complying with minimum legal requirements and the Contractor remains responsible for the health and safety of his employees and those of his Mandataries.

Principal and other Contractors should therefore insist that this part of the Specification form part of any contract that he may have with other Contractors and/or Suppliers.



This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that Principal Contractors and other Contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health

3. Abbreviations and Definitions

The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Client” – means any person for whom work is performed; i.e. TNPA, Port of Saldanha

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs work and includes Principal Contractors;

“Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” – means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” – means a documented specification of all health and safety requirements pertaining to the associated works on a work site, so as to ensure the health and safety of persons;

“Letter of Good standing” – means 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 -

- i. Name of the insured company
- ii. Expiry date
- iii. 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.

“Risk Assessment” – means a program to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

- This document is a legal agreement in terms of section 37(2) of the Occupational Health and Safety Act. The agreement is between the clients (Transnet National Ports Authority) 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 of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant project manager will sign the agreement on behalf of the client.

“SHE” - means Safety Health and Environment

“SHE Spec” - means Safety, Health and Environmental Specification

“TNPA” - means Transnet National Ports Authority

4. Responsibilities

4.1 TNPA SHE Department shall:

- 4.1.1. Be accountable for overall SHE performance of TNPA.
- 4.1.2. Provide Leadership and Resources for the implementation of the SHE policy.
- 4.1.3. Offer support to the implementation of the SHE Policy.
- 4.1.4. Ensure that the SHE Policy is available at the work stations.
- 4.1.5. Provide the SHE Policy to the contractor for implementation
- 4.1.6. Approve and ensure proper communication of the SHE Policy.

4.2 Client (TNPA)

- 4.2.1. Ensure that all his/her activities are in-line with the TNPA SHE-Risk Management Policy.
- 4.2.2. Communicate the policy to his employees and contractors.
- 4.2.3. Provide Leadership and Resources for the implementation of the SHE policy.
- 4.2.4. Offer support to the implementation of the SHE Policy.
- 4.2.5. Ensure that the SHE Policy is available at the work stations
- 4.2.6. Provide the SHE Policy to the contractor for implementation

4.3 Principal Contractor

- 4.3.1. Ensure that all his/her activities are in line with the TNPA SHE Policy.
- 4.3.2. Communicate the policy to his employees and contractors
- 4.3.3. Ensure that all employees under his control, are medically declared fit to work in elevated positions
- 4.3.4. Make provision for health & safety in its tender price as required by law.

4.4 Other Joint Responsibilities

- 4.4.1. TNPA, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the SHE Policy of the TNPA
- 4.4.2. 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.
- 4.4.3. 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.

4.5 Principal Contractor's General Duties

- 4.5.1. The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- 4.5.2. The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as prescribed by the Transnet National ports Authority. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party

4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- (a) Would the reasonable person have foreseen the hazard?
That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration
- (b) Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on any or both of the above criteria
(There may not necessarily be a relationship between criminal and civil liability!)

5. Safety, Health and Environmental Risk Assessments



The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

5.1. Arrangements for Controlling Significant Site Risks

Arrangements need to be defined for the identification and effective management of activities with significant SHE risks. This can be achieved by carrying out risk assessments and incorporating those prepared by other Contractors. Method statements addressing the identified hazards must then be prepared. These activities may be specific to a particular trade or to site-wide issues, and may include –

- a) the storage and distribution of materials;
- b) the movement of vehicles on site, particularly as this affects pedestrian and vehicular safety;
- c) control and disposal of waste;
- d) the provision and use of common mechanical plant;
- e) the provision and use of temporary services (e.g. electricity);
- f) commissioning, including the use of permit-to-work systems;
- g) Exclusion of unauthorised people - control measures to deal with this, including the protection of members of the public, must be clearly defined.

5.2. Development of Risk Assessments

Every Principal Contractor shall, before the commencement of any work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan and be implemented and maintained.

- a) To be completed **one week** before the execution of a job, and submitted to the Project Manager for approval, to avoid delays.
- b) Each Contractor shall submit a Risk Assessment Plan that will also include a monitoring and review plan.
- c) Attach **Safe-operating procedures** and **Method statements** to Risk Assessments.
- d) Each Supervisor to communicate Job specific Risk Assessments to every person involved on the job and workmen must sign acknowledgment the communication

of and understanding the risks related to the job and preventative measures and controls.

- e) The risk assessment shall include, at least:
- i. the identification of the risks and hazards to which persons may be exposed
 - ii. the analysis and evaluation of the risks and hazards identified
 - iii. a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
 - iv. a monitoring plan and
 - v. a review plan

Based on the risk assessment, the Principal Contractor shall develop a set of site-specific SHE rules that shall be applied to regulate the SHE aspects of the work. The risk assessment, together with the site-specific SHE rules shall be submitted to TNPA before the work on site commences.

Despite the risk assessments listed in, the Principal Contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

Integral to the baseline assessment is the programme of impact assessment studies i.e. evaluating the effect the activities at a workplace (particularly in emergency situations) could have on the neighbouring areas.

The baseline assessment is sometimes regarded as a “snapshot” of an industry’s hazard profile at a particular time. It is meant to serve as a starting point for a permanent risk elimination programme, and includes the set-up of a priority table based on the likelihood and criticality of the hazard identified, and listed on the profile.

It is important that the baseline assessment is periodically reviewed, in order to ensure that the profile always reflects an up to date priority profile of significant hazards.

1. Hand/electrical tools
2. Excavation work
3. Exposure to noise
4. Electrical equipment
5. Access/Egress control
6. Lifting operations
7. Working close to quay edge
8. Hazardous chemical exposure
9. Hazardous waste management and disposal

10. Uneven surfaces
11. Loading and offloading of heavy loads
12. Moving equipment
13. Wet/slippery conditions
14. Protection against dehydration and heat exhaustion
15. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

- a) Identify hazards and risks in the various workplaces and control measures to prevent harm to employees and contractors.
- b) Communicate the hazards to the contractor.
- c) Provide specification to the contractor on measures to prevent exposures, injuries and harm to the environment.
- d) Audit and assess whether the contractor comply with the SHE specifications.

5.3.2. The Contractor shall

- a) Ensure that its risk assessments have been conducted.
- b) Communicate TNPA hazards, risks and SHE specifications to its contractors
- c) Identify task based hazards and risks for the services to be provided.
- d) Communicate task based hazards and risks to its employees
- e) Comply with the clients SHE specifications

5.3.3. Other Requirements

- a) The hazards identified by contractors and control measures should be communicated to contractor's employees.
- b) A proof of communication of risk assessment should be kept in the contractors file as records.
- c) TNPA reserves the right to request this information from the contractor at any given time.
- d) 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.



7.4 Procedure

- 7.4.1 Prior to commencement of any project within the port boundaries, a Safety, Health and Environmental risk assessment shall be conducted to identify hazards and risks that could impact on the health and safety of employees, contractors and the environment on which they are working on.
- 7.4.2 Risk assessment is a document compiled to show the risks identified and the actions to be taken to eliminate or mitigate all the identified risks and all possible hazards and conditions that can pose a threat to the health and safety of any person.
- 7.4.3 A competent person must be appointed in writing to do all risk assessments.
- 7.4.4 A risk assessment will be compiled for every task to be performed, including:
- Transportation of passengers,
 - Transportation of materials and equipment
 - Use of all equipment
- 7.4.5 No contractor will be allowed to do any work without a proper Risk Assessment.
- 7.4.6 A risk assessment will include: -
- Risk identification.
 - Risk analysis.
 - Clear and understandable controls to prevent or mitigate risk.
 - Matrix and rating (to show low, medium and high risk)
- 7.4.7 For all risk assessments reflecting a high risk, a safe work procedure will be compiled.
- 7.4.8 A monitoring plan to show the process to be followed to ensure that there is compliance to the risk assessment and to determine whether the risk assessment is suitable to ensure safe working practices.
- 7.4.9 A review plan to show the process to be followed to determine under which circumstances a risk assessment will be reviewed to ensure safe working practices.
- 7.4.10 Every principal contractor / contractor will ensure that all risk assessments are training documents and it will be compiled in such a way that all risks and controls are clearly understandable.
- 7.4.11 All risks will be considered and addressed; therefore all risk assessments will be comprehensive.
- 7.4.12 A training attendance register reflecting the dates of training and the names and signatures of all trainees will be kept in the safety file.

5.4. Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor shall provide TNPA, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

5.5. Safe Operating/ Work Procedures

Specific Rule #1

DO NOT work in hazardous areas without proper procedure being followed

For every task to be performed including, but not limited to:

- a) Site establishment - Fire fighting / Evacuation & emergency procedures / Rubble & refuse removal/Stacking & storage / Housekeeping / Loading & off-loading.
- b) PPE - Issue and control / Uses.
- c) Work areas –/ Safe Access & egress / Backfilling / Compacting / / Lifting & rigging / Steel fixing / / Elevated work / Use of ladders

6. Occupational Health and Safety Management

6.1.1. Standard setting

- a) SHE goals for the project and arrangements for monitoring and review of SHE performance.
- b) The SHE standards to which the project will be carried out. These may be set in terms of statutory requirements or higher standards TNPA may require in particular circumstances.

6.1.2. Communication and cooperation

- a) Means for communicating and passing information between the project team (including TNPA and TNPA's representatives) the Designers, the Principal Contractor, other Contractors, workers on site and others whose health and safety may be affected;
- b) Arrangements for securing cooperation between Contractors for SHE purposes;
- c) Arrangements for management meetings and initiatives by which the SHE objectives of the project are to be achieved;

- d) Arrangements for consulting and coordinating the views of workers or their representatives.

6.1.3. Information and training for people on site

- a) Arrangements are to be defined by which the Principal Contractor will check that people on site have been provided with:
 - i. SHE information and training (including induction); and
 - ii. information about the project (e.g. relevant parts of the SHE Plan),
- b) Arrangements also need to be defined for:
 - i. project-specific awareness training;
 - ii. toolbox or task health and safety talks; and
 - iii. the display of statutory notices.

6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

6.1.5. Site rules

Arrangements for making site rules, setting them out in the SHE Plan and bringing them to the attention of those affected. There may be separate rules for Contractors, Workers, Visitors and other specific groups.

6.1.6. Emergency procedures

Emergency arrangements for dealing with and minimising the effects of injuries, fire and other dangerous occurrences.

6.1.7. Reporting of incident information

Specific Rule # 2

Report all injuries and incidents occurring on site immediately to the TNPA Project Manager and SHE Department

Arrangements for passing information to the Principal Contractor about incidents, near misses, ill health and dangerous occurrences that regulating bodies are required to be notified of.

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled
- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

6.2. Structure and Organisation of SHE Responsibilities

6.2.1. Overall Supervision and Responsibility for SHE

TNPA and/or its Agent on its behalf needs to ensure that the Principal Contractor implements and maintains the agreed and approved SHE Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

- a) The Chief Executive Officer of the Principal Contractor in terms of Section 16(1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- b) All OHS Act (85 /1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- c) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

6.2.2. Further (Specific) Supervision Responsibilities for SHE

Several appointments or designations of responsible and /or competent people in specific areas of work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Work Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

7. Safety, Health and Environmental File

The Principal Contractor shall keep a Health & Safety File on site at all times that must include all documentation as prescribed by TNPA and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

IMPORTANT:

The Health and Safety File will remain the property of TNPA and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to TNPA and/or its Agent on its behalf at the time of completion of the project.

The SHE File is a record of information, collected and kept throughout the project for TNPA or the end user. The information it contains alerts those who are responsible for the structure of the key SHE risks that will need to be dealt with during subsequent maintenance, repair and work (i.e. modifications).

9.1 The SHE file requirements are defined in terms of -

- a) layout and format;
- b) arrangements for the collection and gathering of information; and
- c) storage of information and whether it can be reused, recycled, or needs to be disposed of.

9.2 The SHE file will contain the following documentation;

- a) Letter of Good standing
- b) Organogram
- c) SHE Plan approved by client
- d) SHE Policy
- e) Risks Assessments including
 - i. Base line risk assessments
 - ii. Daily Site Safety declaration and deviations reporting
- f) Overall Control Register (Indicating all personnel information)
 - i. Induction Training
 - ii. Personal CV's
 - iii. A Personal file of each employee with the details and telephone numbers of his next of kin, doctor etc. on site
 - iv. I.D. documents and other documents.
 - iv. Certificates of medical fitness
 - v. PPE Issue control sheet
 - vi. Training Records, including SHE Induction

i) Environmental Management

- i. Waste Procedures etc.
 - ii. Spillage responsibilities
 - j) Housekeeping
 - i. Procedure
 - ii. Plan etc.
 - k) Personal protective equipment
 - i. Registers
 - ii. Records
 - iii. Training
 - iv. Signs
 - l) SHE Performance
 - i. Incidents, Stats & Analysis
- 9.3 This file will be kept on site and will be available at all times to TNPA and Department Of Labour
- 9.4 At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the TNPA representative (Project leader/SHE Department).

8. SHE Inspections

TNPA SHE Department will conduct SHE inspections at a frequency determined and communicated to the contractor at all workplaces where the contractor deliver a service to TNPA, Saldanha.

8.1. Housekeeping

Good housekeeping will be maintained at all times. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a work site:

- a) Phase priorities and production/plant layout
- b) Enclosures
- c) Pits, openings and shoring
- d) Storage facilities
- e) Effective, sufficient and maintained lighting or illumination
- f) Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- g) Oil, grease, water, waste, rubble, glass, storm water
- h) Colour coding
- i) Demarcations
- j) Pollution
- k) Waste disposal
- l) Ablution and hygiene facilities
- m) First aid

This list must not be taken to be exclusive or exhaustive.



In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

9. Personal & Other Protective Equipment (Sections 8/15/23 of the OHS Act)

The Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Specific Rule # 3

Adhere to all the health and safety basic rules, standards and signals and always wear the required PPE (Personal Protective Equipment)

The contractor shall ensure that his/her employees are provided with appropriate personal protective equipment. These shall include but is not limited to;

- a) Hand protection
- b) Head protection

Specific Rule # 4

Head Protection (Hard Hat) Must Be Used In Accordance With SANS 1397; Only Hard Hats That Are Still In Force; I. E. The Replacement Timeframe Has Not Lapsed Are To Be Used On Site. (See manufacturers' marking on hard hat)

- c) Non-slippery shoes
- d) Service provider uniform
- e) Steel toe-capped footwear.
- f) Hearing protection SABS 1451 approved hearing protection
- g) Wearing of short trousers/pants not allowed

10. Infection Control



The contractor employees shall not be permitted to work if their body parts, in particular hands and arms have cuts.

The contractor employees shall be subject to TNPA first aid measures in cases of first aid cases being incurred at their workplace.

11. Equipment and Machinery

- a) All equipment and machinery shall be in good working order and compliant with legal requirements.
- b) Cleaning or repairing of equipment is not permitted in offices areas.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).
- i) On no account are contractors or unauthorized employees permitted to operate TNPA cranes, hoists, 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 SHE Manager.

12. Tools and Equipment

- a) All tools and equipment must be inspected by the Supervisor/Safety before used on site.
- b) All equipment and machinery shall be in good working order and compliant with legal requirements.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures



- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).

13. Training

The contents and syllabi of all training required by the OHS Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

13.1. SHE Induction Programme

- a) Before any commencement of work, all employees including contracting employees shall attend TNPA Safety, Health and Environmental Induction, prior starting with their respective working activities.
- b) The contractor shall contact TNPA for induction of his/ her employees.
- c) TNPA risks will be outlined in the induction programme.
- d) The induction shall be conducted, the Monday prior to the commencement of the works/contract.
- e) The induction will include a competency test of which the contractors' employees must obtain 80% to pass or be re-inducted.
- f) No employee or contractor will be allowed to enter TNPA, Saldanha before he/she undergoes induction.

13.2. General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General SHE Induction training.

13.3. Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

14. Periodic Medical

All employees of contractors working within TNPA, Saldanha shall undergo annual medical surveillance which will include:

- a) Hearing Tests
- b) Audio Tests
- c) Vision screening



- d) Lung functioning, and any other test deemed necessary by an professional medical practitioner

The contractor shall confirm in writing to TNPA, SHE that the intended employees to work at TNPA, Saldanha sites has been declared medically fit.

15. SHE Signage on plant and in buildings

The contractors employees shall comply with all SHE signage posted at various locations of TNPA, Port of Saldanha

16. SHE Objectives and Targets

TNPA, Saldanha target for disabling injuries (DI) is zero, and the contractor and his/her employees shall comply with this requirement by means of working safely.

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to TNPA and/or its Agent on its behalf on a monthly basis.

17. SHE Communication & Awareness

- a) TNPA, Saldanha SHE communication are channelled through TNPA, SHE BU.
- b) Monthly news flashes are communicated by e-mail and SHE notice boards
- c) The contractors' employees will refer to the SHE notice boards in their areas of work for SHE communication.
- d) Internal competitions will be held to test the level of understanding and knowledge with reference to SHE matters.
- e) The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. TNPA is responsible for maintaining a complaints register in which all complaints are recorded, as well as action taken. This register shall be available to the Contractor on request.
- f) SHE Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the SHE Committee as per the procedures determined by the SHE Committee.
- g) In addition to the above, communication may be directly to TNPA or his appointed Agent, verbally or in writing, as and when the need arises.
- h) Consultation with the workforce on SHE matters will be through their Supervisors and SHE Representatives ('SHE – Reps')
- i) The Principal Contractor will be responsible for the dissemination of all relevant SHE information to the other Contractors e.g. design changes agreed with TNPA and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent,

exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

18. Incident/Accident Reporting & Investigation

- a) It is the responsibility of the Contractor to report the reportable incident/ Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act
- b) The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- c) The contractor or a duly authorized representative shall form part of the investigation process
- d) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- e) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- f) The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the work site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- g) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- h) The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

18.1. Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

18.2. Occurrences reporting & investigation

It is the responsibility of the Contractor to report the reportable incident/Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA 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.

The Principal Contractor shall provide TNPA with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring..

19. 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. The contractor shall within four weeks of the award of the contract submit to the Engineer 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:

- a) 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.
- b) 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.

Such policy shall:

- i. be of full force and effect as from the commencement date;
- ii. not be cancelled or terminated by the contractor without the prior written consent of TNPA;

The contractor shall:

- i. pay the premiums for such insurance policy promptly on due date;
- ii. submit proof of payment to Transnet NPA if requested to do so;
- iii. Not do or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

20. Security

The Contractor shall adhere to the Port security measures as enforced by TNPA. The contractor is responsible for the safeguarding of his own equipment and material while on site and/or working in the Port of Saldanha.

20.1. Access Control

To control entrance/exit of personnel, vehicles, equipment and materials on any project by implementing security systems.

Access control is the controlling of people, property and vehicles in and out of a secured area. Security is responsible for the issuing of access control cards. Should you want to take private property through the access control point, you have to declare the property at the gate.

Points of vehicle and pedestrian access to restricted areas shall provide the same level of physical protection as that provided at all other points along the secured perimeter. Gate hardware for security fencing shall be installed in a manner that will mitigate tampering.

Any property that you want to remove from the site, even scrap wood or empty containers must be accompanied by a waybill signed by a senior mine employee who is authorized to give such permission to remove these items.

When transport property between two access control points, ensure that the original of the waybill is handed in at the exit point and a copy is handed in at the entry point. Do not enter a security area except through a gate controlled by security.

Vehicle permits are also issued by security, after the safety officer declared that your vehicle is roadworthy. Your supervisor will approve your application and then only will you be issued with a vehicle permit

21. Environmental Management Plan

The contractor must comply with all applicable environmental legislation at all time in the work site. The contractor must ensure compliance with the Transnet Group SHEQ Risk Management Policy Statement.

The Contractor shall submit, for TNPA review, an Environmental Management Plan (EMP) which provides in detail measures to be implemented to manage and prevent environmental impacts associated with the planned works. This EMP must be submitted well before commencement of planned works, and must include, but shall not be limited to the following aspects:

- a) Description of scope of planned works;
- b) Description of appointments, roles and responsibilities of relevant staff that will ensure implementation of environmental management during execution of planned works;



- c) Management and communication (reporting, etc.) arrangements during execution of planned works;
- d) Site establishment arrangements, explained in a proper method statement, including details on facilities and equipment to be installed/used;
- e) Waste management during execution of planned works (identification, handling and disposal of general and hazardous waste);
- f) Maintenance, repairs and servicing of equipment and plant;
- g) Refuelling of plant and equipment
- h) Storm water and run-off management;
- i) Groundwater management/prevention of contamination;
- j) Hazardous substances management (identification, handling, storage and disposal of hazardous waste);
- k) Effluent monitoring;
- l) Spill response measures;
- m) Dust control/management
- n) Noise control/management
- o) Rehabilitation measures;
- p) Inspection, auditing and monitoring measures to be implemented during execution of planned works.

The Contractor is made aware of the following specifics:

21.1. 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;

- a) SHE Site Access Permit
- b) Security Site Access Permit
- c) Isolation/lock out
- d) Hot work permit

Specific Rule # 5

All Hot work on site requires a HOTWORK PERMIT. The latter is issued by the Transnet National Ports Authority Fire department. Contact 022 703 4330/1/8

- e) Working at height

Specific Rule # 6

DO NOT work at height without fall protection equipment wherever required according to TNPA standards

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.

21.2. Waste management

A **Waste Management Plan** must be submitted for TNPA written approval.

Waste refers to all solid and liquid waste matter generated during the execution of planned works, including work debris (wrapping materials, timber, cans etc.), surplus food, food packaging, and spend grit and chippings generated during sandblasting, etc.

The Contractor shall institute an on-site waste management programme that is detailed in the Waste Management Plan and acceptable to the TNPA in order to prevent the spread of refuse within and beyond the site. The waste management program shall stipulate, among other:

- a) An inventory of expected wastes and their categories;
- b) Waste containment facilities (number, type and locations indicated on a site plan)
- c) Compliance with local authority requirements;
- d) Auditing and monitoring;
- e) 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. This clean up shall be for the contractor's account.

Contractor shall not dispose of any waste and/or work debris by burning or burying. The use of suitable waste bins and/or skips is mandatory. 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 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.

21.3. Indigenous plants and animals

- a) Indigenous plants and animals must not be disturbed or killed.
- b) Alien trees with birds' nests must be killed standing where possible.
- c) Collection of plants, part of plants or animals for medicinal or other purposes, may only take place with the appropriate permission.

22. Transportation

- a) No transportation of passengers and material/equipment on the same load box will be allowed on site.



- b) No hanging over the back LDV or truck by people will be allowed within the Port of Saldanha.
- c) Speed limit within the Port of Saldanha is generally 60 km/h or as otherwise indicated and no speeding will be tolerated.

23. General Site Procedures

Servicing and fuelling should preferably occur off site.

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 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.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with 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 has appropriate absorbent materials (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

23.1. General Inspection, Monitoring and Reporting

TNPA SHE department will conduct SHE inspections at a frequency determined and communicated to the contractor at all workplaces where the contractor deliver a service to TNPA, Port of Saldanha.

23.2. Contractor's audits and inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own SHE management system as well as with this specification.

23.3. Other audits and inspections by TNPA

TNPA reserves the right to conduct other ad-hoc audits and inspections as deemed necessary. This will include site safety walks.

23.4. Recording and review of inspection results

All the results of the above-mentioned inspections shall be in writing, reviewed at SHE committee meetings, endorsed by the chairman of the meeting and placed on the SHE File.

23.5. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting



as the work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor must provide TNPA and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

24. Site Rules and other Restrictions

24.1. Site SHE Rules

The Principal Contractor must develop a set of site-specific SHE rules that will be applied to regulate the Health and Safety Plan and associated aspects of the work.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

25. Records

The SHE Plan, Risk Assessments, Contractor SHE Activity Plans and results of SHE monitoring activities are retained for the duration of the project as a record of SHE arrangements. When the contract is complete, the SHE Plan has played its role and it ceases to exist except as a record document. Some of the information may contribute to the creation of the SHE File.

Issued by: SHE Department, Port of Saldanha

Approved by:

A handwritten signature in black ink, appearing to read 'Metaneel Pieters'.

Metaneel Pieters- Risk Specialist

07 October 2021

Date

- EARTHWORKS NOTES**
1. ANY DISCREPANCIES IN LEVELS AND SETTING OUT DATA TO BE QUERIED WITH THE ENGINEER PRIOR TO COMMENCEMENT OF ANY WORK.
 2. ALL WORKMANSHIP TO BE IN ACCORDANCE WITH SANS 2001-BE1 AND THE RELEVANT PROJECT SPECIFICATIONS AS INCLUDED IN THE CONTRACT.
 3. BEFORE PLACING ANY FILL MATERIAL, THE EXISTING GROUND SURFACE MUST BE CLEARED AND GRUBBED OF ALL VEGETATION AND ORGANIC MATTER. TOPSOIL 150mm MUST BE STRIPPED AND STOCKPILED.
 4. WHERE THE MATERIAL GROUND LINE IS STEEPER THAN 1:6, BENCHING MUST BE EXCAVATED INTO EXISTING SURFACE PRIOR TO RECEIVING FILL.
 5. UNLESS OTHERWISE INDICATED, ALL BANK BATTERS TO BE 1:2 CUT AND 1:2 FILL. LOCATE ALL EXISTING SERVICES PRIOR TO ANY CONSTRUCTION TAKING PLACE.

- GENERAL NOTES**
1. VARIATIONS DEEMED NECESSARY BY THE CONTRACTOR SHALL BE FORWARDED TO THE PROJECT MANAGER IN WRITING FOR APPROVAL BEFORE ANY CONSTRUCTION BASED ON THE VARIATION COMMENCES.
 2. ALL EXISTING PIPES AND MANHOLES INCORPORATED INTO THE NEW SYSTEM SHALL HAVE DEFECTS RECTIFIED TO COMPLY TO STANDARDS FOR NEW WORKS.
 3. DIMENSIONS SHOWN ON DRAWINGS SHALL TAKE PREFERENCE OVER DIMENSIONS SCALED. ALL DIMENSIONS ARE IN MILLIMETERS/METERS AND LEVELS ARE IN METERS, UNLESS OTHERWISE INDICATED.
 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH RELEVANT SANS SPECIFICATIONS, UNLESS OTHERWISE INDICATED.
 5. ALL LENGTHS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED ON SITE BY CONTRACTOR.
 6. WHERE EXISTING ROAD INFRASTRUCTURE IS DAMAGED TO INSTALL NEW SERVICES, THE ROAD SHALL BE REINSTATED AS PER THE REQUIREMENTS OF SANS 2001-DP1.

- STORMWATER NOTES**
1. TRENCHES FOR PIPES TO BE EXCAVATED AND BACKFILLED IN ACCORDANCE WITH THE REQUIREMENT OF SANS 1200-DP-PIPE TRENCHES.
 2. ALL RC PIPES SHALL HAVE CLASS C BEDDING AND UPVC PIPES SHALL HAVE BEDDING FOR FLEXIBLE PIPES IN ACCORDANCE WITH SANS 1200-LB-BEDDING.
 3. FOR STORMWATER PIPES SHALL BE SPIGOT & SOCKET CLASS 1000 (SANS 677).
 4. UPVC PIPES SHALL BE CLASS 34 TO SANS 791.
 5. ALL CONCRETE PIPE JOINTS TO BE WRAPPED WITH 142.85mm (NONWOVEN, CONTINUOUS FILAMENT NEEDLE PUNCHED, POLYESTER GEOTEXTILE) MIN. WIDTH TO BE 150mm FOR PIPES 3000 TO 6000.
 6. NB. ALL MANHOLE COVERS TO SUIT CROSSFALL OF FINISHED PAVING.

DRAINAGE STRUCTURES	SW STRUCTURE DESCRIPTION	COVER LEVEL (m)	INVERT LEVEL (m)	FLOW GRADE (EXIT PIPE)	EXIT PIPE LENGTH (m)	X-COORDINATES	Y-COORDINATES
STW-01	SLOT DRAIN SUMP	5.326	4.876	1:100	10.44	-95676.8538	3652283.768
STW-02	SLOT DRAIN SUMP	5.289	4.839	1:100	9.10	-95667.2206	3652295.003
STW-03	SLOT DRAIN SUMP	5.198	4.748	1:100	32.23	-95677.0134	3652294.897
STW-04	SLOT DRAIN SUMP	4.962	4.162	1:100	8.39	-95677.5213	3652327.815
STW-05	CATCHPIT WITH HD GRID INLET	4.730	4.130	1:100	3.62	-95685.3499	3652329.645
STW-06	CATCHPIT WITH HD GRID INLET	4.750	4.150	1:80	13.58	-95685.2664	3652333.955
STW-07	CATCHPIT WITH HD GRID INLET	5.042	4.442	1:80	7.95	-95671.0075	3652334.483
STW-08	CATCHPIT WITH HD GRID INLET	4.831	4.231	1:100	2.26	-95669.7503	3652343.034
STW-09	CATCHPIT WITH HD GRID INLET	4.898	4.298	1:100	2.26	-95660.0704	3652343.159
STW-10	MH WITH HD CONCRETE COVER	TBC	TBC	1:100	8.90	-95669.6619	3652345.035
STW-11	MH WITH HD CONCRETE COVER	TBC	TBC	1:100	38.79	-95660.0709	3652345.161
STW-12	MH WITH HD CONCRETE COVER	5.200	4.600	1:100	15.79	-95608.3832	3652340.036



LEGEND

- EXISTING FIRE HYDRANT
- EXISTING CABLE CHAMBER
- EXISTING BUILDING / STRUCTURE
- PROPOSED BUILDING / STRUCTURE
- EXISTING STORMWATER MANHOLE
- STORMWATER HARVESTING TANK
- STORMWATER MANHOLE
- STORMWATER MANHOLE (TYPE 8 GRATING)
- PROPOSED U-ORAIN
- DIRECTION OF STORMWATER FLOW
- DIRECTION OF SURFACE RUNOFF
- EXISTING STORMWATER PIPE
- PROPOSED STORMWATER PIPE
- EXISTING ELECTRICALS / COMMS CABLES
- PROPOSED ELECTRICALS COMMS CABLE DUCTS/SLEEVES
- EXISTING SEWER LINE
- PROPOSED STORMWATER SLOT DRAIN
- EXISTING WATER MAINS
- EXISTING FIRE SUPPLY PIPING
- VEGETATION (EROSION PREVENTION)
- PROPOSED SOIL BERM
- PROPOSED CABLE CHAMBER
- NUMBER OF PROPOSED 110MM SLEEVES FOR ELECTRICAL OR COMMS
- ELECTRICAL DISTRIBUTION BOARD

NOTES

1. ALL CO-ORDINATES ARE BASED ON THE SOUTH AFRICAN CO-ORDINATE SYSTEM WGS 84 Lo 17
2. MEASUREMENTS ARE BASED ON THE METRIC SYSTEM
3. ALL LEVELS ARE IN METERS TO MEAN SEA LEVEL (MSL)

ADDITIONAL SIGNATORIES

ML	MR	ML	MR
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE

FOR APPROVAL

No.	DESCRIPTION / REVISIONS	DATE
C	ISSUED FOR SQUAD CHECK	2022-05-01
B	ISSUED FOR CLIENT APPROVAL	2022-05-01
A	ISSUED FOR CLIENT REVIEW	2021-11-10



PORT OF SALDANHA

OPERATIONAL FACILITY FOR INFRASTRUCTURE MAINTENANCE

CIVIL LAYOUT: PAVEMENT SETTING OUT, STORMWATER AND ROADMARKINGS

DATE	2022-05-01	ML M. TEFFO	ML M. TEFFO
SCALE	1:150	SIGNATURE	DATE
DESIGNED BY	MT	SIGNATURE	DATE
CHECKED BY	AP	SIGNATURE	DATE
DRAWN BY	MT	SIGNATURE	DATE
APPROVED BY	MM	SIGNATURE	DATE

PAPER SIZE	TRANSNET DWG. NO.	SHEET	REV.
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Transnet

**Principal Controlled Insurance Manual
(PCI)**

Contract Works

Contractors Public Liability

Professional Indemnity

To be used for construction related projects with a value of less than R1 billion.

For use by the Insured parties

Updated 2022 2023

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1 Introduction

Transnet SOC Limited insures all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works, Contractor's Public Liability and Contract Professional Indemnity and cover extends to Contractors and/or Consultants to the extent that Transnet contractually undertakes to arrange such insurance for their benefit.

The program is designed to effectively manage insurable construction risks.

Please note that this manual serves as a reference only, and does not in any way override, derogate or supersede the conditions of contracts or other agreements entered into, or the terms and conditions of the policies of insurance, which have been arranged by or on behalf of Transnet SOC. This manual must not be regarded as a substitute for the policy documents nor be construed as a legal interpretation of the protection afforded.

1.1 Benefits of the PCI Insurance Program

- 1.1.1 Transnet and its Operating Divisions wish to control the risk exposures in the case of Construction Insurance.
- 1.1.2 Transnet, as a large organization, bulk-buys insurance resulting in preferential rates and comprehensive cover.
- 1.1.3 Eliminates potential problems, which usually occur when individual Contractors are responsible to arrange separate insurance.
- 1.1.4 Includes the Contractor/s and/or Subcontractor/s and/or Consultant/s as insured parties where Transnet contractually undertake to arrange cover on their behalf.

1.2 Administrative Arrangements

1.2.1 Projects falling outside the scope of PCI

- a) The Operating Divisions must declare projects, which are excluded from the PCI programme, prior to the commencement of such contract.
- b) This declaration must be made to Group Insurance and the Transnet broker.

- c) To declare the value of a contract for contracts involving assembly or erection of plant and machinery or repairs maintenance or overhaul thereto, THE FULL NEW REPLACEMENT VALUE OF THE PLANT/MACHINERY involved must be declared AND NOT ONLY THE CONTRACT VALUE, for example:
 - Cranes (repairs or final assembly)
 - Machinery being moved
 - Maintenance or new works on existing Transnet National Port Authority Vessels whilst moored or in dry dock.
- d) Contract value must include the replacement value of any Free Issue Material provided.

1.2.2 Tender Stage of Contracts

- a) It is important that Tender documents and finalised contract documents reflect the fact that Transnet as the Principal/Employer arranges certain covers which incorporates cover on behalf of Contractors and / or Subcontractors and/or Consultants.
- b) The arrangement of PCI Insurance by Transnet does not relieve the contracting parties of their contractual obligations such as care of the works and liabilities to third parties.
- c) The cover provided, including limits of insurance purchased, should be clearly spelt out in the Tender documents and finalised. Contract documentation including the deductible(s) that are applicable and the fact that Contractor and/or Subcontractor and/or Consultants are responsible for the payment of such deductible(s).

1.2.3 Contracting outside the Territorial Limits

- a) If Contracts are to take place in any territories outside of South Africa, the broker needs to be advised of the same at feasibility stage.
- b) Due to the more stringent legislation regarding insurance in African countries, that the majority of territories within Africa make it compulsory to insure in country with an admitted insurer, in such territory as approved by the local insurance commissioner.

1.2.4 Additional Insurances that can be included in the PCI CW policy if needed (Optional)

Marine Transit Cover	Covering imports until delivered and checked on site
Removal of Lateral Support	Covering legal liability incurred as result removal of, weakening of, or interference with support to land or property or buildings adjacent to, on or in the vicinity of the Contract site.

1.2.5 Information to be shared with all Insured parties

a) **Warranties** (refer to relevant section in this manual)

It is essential that the Warranties be brought to the attention of the contractor and their sub-contractors as well as any other party involved in the contract/project being undertaken.

Where the special conditions concerning the warranties are not practical, specific arrangements for cover can be made with underwriters. It will require detailed underwriting information and an additional premium may be charged.

If any insured party does not conform to any of the insurers Warranties, then cover provided by the policy will be forfeited.

b) **Deductibles** (refer to relevant section in this manual)

The deductible is payable by the contractor as per the contract between Transnet and the Contractor.

The deductibles may change from time to time and it is the contractor's responsibility to obtain the latest deductible structure.

c) **Claims Management** (refer to relevant section in this manual)

Incidents that might lead to an insurance claim must be reported as soon as possible.

Claims must be notified within 30 Days after incident.

Claims must be notified to the Projects Manager, OD Insurance office and broker.

2 PCI Insurances Arranged by Transnet

2.1 Insurance Cover Applicable to All Contracts other than Excluded Contracts

2.1.1	Contract Works Cover	Covering physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in transit, temporary storage and whilst in the course of erection at the contract site within the Republic of South Africa.
2.1.2	Contractors Public Liability Cover	Covering legal liability for damage to third party property and/or injury to or death of third party persons arising out of or in connection with the performance of the works on the contract site or sites designated for purposes of the performance of the contract.
2.1.3	Professional Indemnity	Covering legal liability as a result of neglect, error or omission of the insured in the execution of their professional activities.
2.1.4	Riot / Strike/ Terrorism Cover (Contract Works)	Provided by SASRIA (South African Special Risks Insurance Association) in respect of risks within the Republic of South Africa.

3 Claims Administration

All incidents that could give rise to claim under the Principal Controlled Insurances have to be reported to the Broker / Insurer within a **30 (Thirty) day** period. Failing this, claims will not be entertained.

3.1 Engagement of Nominated Loss Adjusters for Contract Works Claims

The broker is authorised to appoint a Nominated Loss Adjuster to investigate and quantify losses that are potentially indemnifiable under the Policy.

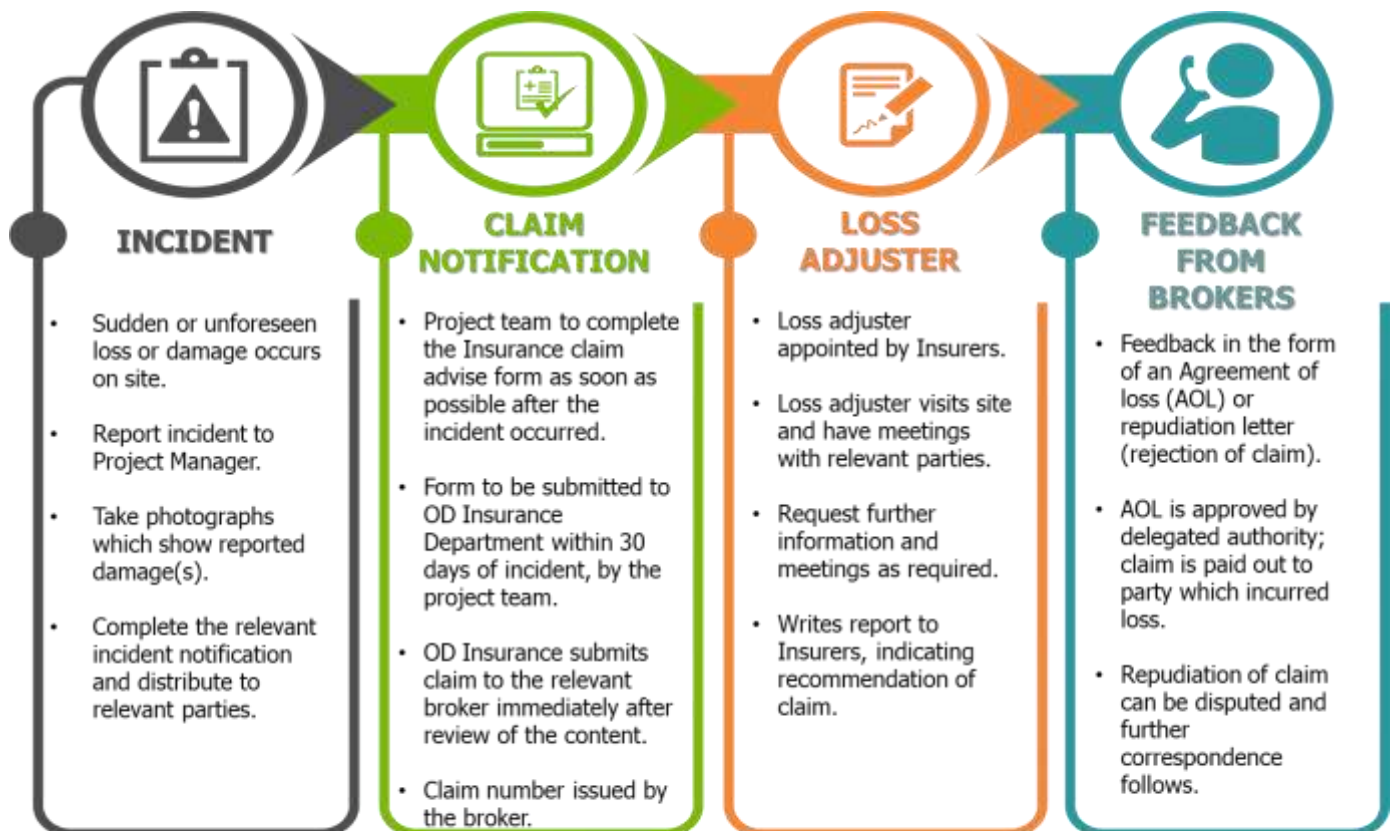
3.2 Insurance Claims Principals

- 3.2.1 Losses involving theft or malicious damage must be reported to the police and a police case number obtained and recorded.
- 3.2.2 The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access for Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- 3.2.3 The Employer, Contractor(s) or subcontractors shall not deal directly with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker's request.
- 3.2.4 The Employer, Contractor or Sub-Contractor shall make no Admission of Liability in the event of damage, loss or injury to third party property or persons.
- 3.2.5 Letters of demand or summonses from claimants should be forwarded to the Transnet Broker through the Group Insurance office immediately upon receipt.
- 3.2.6 In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- 3.2.7 Other than, in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and the Transnet brokers.
- 3.2.8 Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labor, materials, transport and equipment.
- 3.2.9 Upon the amount of the loss or damage being agreed upon by the Loss Adjuster(s) and

Transnet / the Contractor, the Contractor and Transnet will sign an "Agreement of Loss" (AOL) form.

- 3.2.10 The amount agreed upon by the Insurers, the Insurers shall pay the Contractor and the Employer to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

3.3 Insurance Claims Process



4 Summary of Contract Works Insurance

4.1 Scope of Cover: Contract Works

Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works and as may be more fully described in the Policy.

4.2 The Insured Party (ies)

4.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

4.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

4.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

4.2.4 To the extent required by any contract or agreement;

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
- c) any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;
- d) all for their respective rights and interests

4.3 The Contract Site

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

4.4 Territorial Limits

The Republic of South Africa.

4.5 Insured Contracts

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

Excluding:

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

4.6 Definitions

- 4.6.1 **"Off-shore contracts"** means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "Off-Shore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre- fabrication works on land associated with an Off-Shore Contract.
- 4.6.2 **"Wet Risk Contracts"** shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off-Shore Contracts;
- 4.6.3 **"Dam Contracts"**, which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4.6.4 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.5 **"Tunnels"** means Tunnels (Including declines) involving all of the following;
- a) Works below ground level; and
 - b) tunneling machinery below ground level; and
 - c) a tunneling crew operating the machinery below ground level;
 - d) But shall not include Horizontal Directional Drilling Contracts.
- 4.6.6 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.7 **"Underground Mining Contracts"**, which shall mean any contract involving underground mining.
- 4.6.8 **"normal action of the sea"**, Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 10 year period, whichever is the more onerous.
- 4.6.9 **Major Perils** shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious

damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

- 4.6.10 **Minor Perils** shall mean damage caused by a peril no defined as Major Perils defined above.
- 4.6.11 The Deductible (excess) is the amount, which the Contractor and/or Sub-Contractor and/or Professional (i.e. Consulting Engineer, Architects and Other Professionals) are responsible, this obligation must be reflected in the Tender and/or Contract Documents, and the responsibility for same made clear.

4.7 Testing Period

Limited to 120 Days (not necessarily consecutive).

4.8 Maintenance/Defects Liability Period

Limited to a maximum of 24 Months

4.9 Main Policy Extensions

- a) Costs & Expenses - Limited to maximum of R50,000,000.
- b) Expediting Measures – Limited to a maximum of R50,000,000.
- c) Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- d) Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- e) Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- f) Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- g) Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000.
- h) Public Relationship Costs - Limited to a maximum of R1,000,000.
- i) Records - Limited to a maximum of R2,000,000.
- j) Removal to Gain Access - Limited to a maximum of R20,000,000
- k) Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- l) Search & Locate Costs - Limited to a maximum of R20,000,000.
- m) Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- n) Escalation during Construction – 30%
- o) Marine Contribution Clause
- p) Claim Preparation Costs – Limited to a maximum of R10,000,000

4.10 Special Conditions/Warranties

4.10.1 Open Trench Limitation

Open trench is defined as any trench and / or material therein until compacted to top of trench level.

Open Trench limitation - loss or damage to open trench work is limited to the cost of the equivalent of 5,000 meters of such open trench. If the length of such open trench exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to open trench.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50, 000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters –an additional amount of 20% of the loss subject to a minimum of R100,000,

As demonstrated below:

Up to 1,000 meters	deductible as stated in The Schedule.
Up to 3,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 3,000 meters an additional 20% of loss minimum R50,000
Up to 5,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 5,000 meters an additional 20% of loss minimum R100,000.

- 4.10.2 **Unsealed/ Un-Primed Base Course Limitation** -loss or damage to unsealed or unprimed base course is limited to the cost of the equivalent of 5,000 meters of such unsealed or unprimed base course. If the length of such unsealed or unprimed base course exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to unsealed or unprimed base course.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50,000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters – an additional amount of 20% of the loss subject to a minimum of R100,000

4.11 Main Policy Exclusions

The Policy Excludes:

- a) War
- b) Nuclear Energy Risks
- c) Terrorism
- d) Computer Loss General Exception
- e) DE4 (All types of Works) for defective material workmanship design plan or specification.
- f) LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- g) Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- h) occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- i) Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- j) Consequential loss of whatsoever nature.
- k) Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- l) Due to its own explosion breakdown or derangement occurring after the Testing Period, which has operated under load conditions.
- m) Second hand property due to its own electrical or mechanical breakdown or explosion.
- n) Covid 19 and infectious diseases.

4.12 Deductibles

The following Deductibles apply per occurrence. In respect of loss or damage:

Contracts with a contract value:	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

4.13 Synopsis of Contract Works Cover

The insurers will indemnify the Insured against physical loss of or damage to any part of the Property Insured:

- a) during dismantling of property in connection with the Insured Contract;
- b) during transit including loading, unloading and temporary storage;
- c) during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer.
- Where testing and commissioning of the Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract.
- To the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this

insurance in respect of such completed portions of the Property Insured shall cease except as provided below.

- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provisions of 4 below shall apply in respect of such work;
- d) during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
- arising from a cause occurring prior to commencement of such period of maintenance or defects liability period; or
 - arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations; or
 - For which the Insured Contractor is responsible under the Insured Contract.
- This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works.
- e) Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the maintenance or defects liability Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible.
- f) Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage:
- having its cause prior to the commencement of the deemed maintenance or defects liability period, or
 - Occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract.

Provided that such deemed period does not exceed 24 months.

4.14 Cover Limitations/ Warranties/ Special Conditions under the Contract Works Policy

4.14.1 Laid Pipes Warranty

- a) Pipes with a diameter not exceeding 500mm are to be end capped on the termination of each day's work to avoid ingress of mud, silt, water, debris, detritus and the like.
- b) Pipes with a diameter exceeding 500mm are to be capped on the termination of each day's work with steel mesh to allow ingress of water to avoid floatation but avoiding ingress of large debris or detritus.

4.14.2 Rail Track Re-Profiling Warranty

- a) The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- b) All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- c) Maximum grinding distance in any one execution shall not exceed 10,000 meters.
- d) Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- e) The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification for Track Maintenance with an on Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

4.15 Used Plant – Basis of Loss Settlement

In respect of Property Insured which has operated under service conditions prior to attachment of indemnity hereunder being lost or damaged the basis upon which the loss shall be settled shall be the cost of repair reinstatement or replacement of the Property Insured except that in respect of such property exceeding five years of age the basis of loss settlement shall not exceed the Agreed Value of such property which shall be calculated on the basis that for each year of life (or part thereof) the present day New Replacement Value of an identical machine or structure is reduced proportionately over a period of 20 (twenty) years subject to a residual indemnification of 20% (twenty percent).

4.16 Special Conditions Concerning the Construction of "Wet Risks"

Insurers shall not indemnify the Insured in respect of the expenses incurred for the following:

- 4.16.1 Loss or damage to berths, wharves, jetties and the like caused by their subsidence or sinking. However, this exclusion shall apply only to those works, which have been incorrectly executed. The burden of proof to show that said works have been correctly executed shall be on the Insured;
- 4.16.2 normal action of the river / *sea;
- 4.16.3 loss of or damage to more than 400m of uncompleted or unprotected seawall, quay or other marine structure;
- 4.16.4 loss damage or liability due to soil erosion, dredging or re-dredging unless necessary to reinstate indemnifiable loss or damage;
- 4.16.5 lost or damaged fill material;
- 4.16.6 replacing or rectifying piles or retaining wall elements;
 - a) which have become misplaced or misaligned or jammed during their construction;
 - b) which are lost or abandoned or damaged during driving or extraction;
 - c) which have become obstructed by jammed or damaged piling equipment or casings.
- 4.16.7 rectifying disconnected or de-clutched sheet piles;
- 4.16.8 any leakage or infiltration of material of any kind;
- 4.16.9 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
- 4.16.10 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage;
- 4.16.11 loss or damage to any floating and other equipment such as caissons, barges and the like and liabilities therefrom;
- 4.16.12 any mobilisation / demobilisation and / or other costs which arise for standby / waiting on weather or offshore construction equipment, except costs exceeding R2,500,000 which arise following physical loss or damage to insured works;
- 4.16.13 loss or damage to pulling wires, anchors, chains and buoys;

- 4.16.14 loss or damage due to impact of shipping unless the Insured cannot obtain an admission of liability from the insurer of the ship owners or identify the responsible vessel, in which case this policy will be obligated to indemnify the Insured;
- 4.16.15 Marine liability.

4.17 Warranties relating to the Construction of "Wet Risks"

The insured shall where practical:

- 4.17.1 receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours' notice of an imminent storm; and
- 4.17.2 Make navigation distance for public traffic to work site minimum 200m.

4.18 Special Conditions Concerning Piling Works

The Insurers shall not indemnify the Insured in respect of expenses incurred:

- 4.18.1 for replacing or rectifying piles or retaining wall elements
- which have become misplaced or misaligned or jammed during their construction,
 - which are lost or abandoned or damaged during driving or extraction, or
 - which have become obstructed by jammed or damaged piling equipment or casings,
- 4.18.2 for rectifying disconnected or declutched sheet piles,
- 4.18.3 for rectifying any leakage or infiltration of material of any kind,
- 4.18.4 for filling voids or for replacing lost bentonite,
- 4.18.5 as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 4.18.6 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage

The above shall not apply to loss or damage caused by natural hazards.

4.19 Serial Losses in respect of Locomotives and Rolling Stock

If the development of a defect in any electrical or mechanical plant manufactured by or for the Insured for Locomotives or Rolling Stock shall indicate or suggest that a similar defect exists in any other item of such plant insured under this policy the Insurers reserve the right to suspend the insurance in respect of loss or damage due to or arising out of the said defect unless the Insured shall forthwith investigate and if necessary rectify as soon as is reasonably practical the defect in such property at his own expense.

4.20 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 (Ninety) days immediate notice in writing must be given to the Insurer(s) with the details of completed and outstanding work and the Insurer(s) on the receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed.

5 Contract Works SASRIA Summary

5.1 Indemnity

The Contract Works SASRIA cover is subject to the Underlying Contract Works policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) (Including VAT) in the aggregate whichever is less against loss of or damage to the property insured directly related to or caused by :

- i. any act calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- ii. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- iii. any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

5.2 Policy Exceptions

The policy does not cover:

- 5.2.1 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- 5.2.2 loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- 5.2.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- 5.2.4 In respect of the Contract Works and Materials:
The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made with a maximum first amount payable of R25,000 and will apply to each and every theft loss.
- 5.2.5 Nuclear/Chemical/Biological Terrorism Exclusion where the policy does not cover loss (es) in

any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

5.3 Special Conditions

All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

- a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii))b), A(iv), A(v) and A(vi); and
- b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the
- c) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions.

The following extensions and limits will apply to the SASRIA cover noting that these limits are not in addition to the maximum limit of indemnity of R500 million in the aggregate during the policy period:

Costs & Expenses	R 50,000,000
Surrounding Property	R 55,000,000
Surrounding Property - Worked Upon	R 55,000,000
Professional Fees	R 50,000,000
Expediting Expenses	R 50,000,000
Surrounding Property - Watercraft	R 55,000,000
Fire Brigade/Public Authorities	R 20,000,000
Public Authorities Reinstatement	R 10,000,000
Road Reserve & Servitude Extension	R 10,000,000
Documentation	R 2,000,000
Claims Preparation Costs	R 10,000,000
Public Relations Expenses	R 1,000,000
Security/Protection Costs	R 8,695,652

5.4 Additional Contract Works Excess of Loss Cover

In addition to the R500 million (VAT Inclusive) limit of indemnity provided by the above primary Contract Works SASRIA cover, Transnet have purchased an additional Excess Of Loss coupon from SASRIA for a limit of indemnity of R1 billion (VAT Inclusive) in the aggregate in excess of the primary R500 million (VAT Inclusive) limit of indemnity.

6 Contractors Public Liability Insurance Summary

6.1 Cover Provided

Legal Liability to pay as compensation for and in consequence of:

- a) Death of, injury to, illness, or disease contracted by any person.
- b) Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contracts.

6.2 The Insured

6.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

6.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

6.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

6.2.4 to the extent required by any contract or agreement;

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities;

all for their respective rights and interests.

6.3 Territorial Limits

The Republic of South Africa.

6.4 Insured Contracts

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

Excluding:

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

6.5 Policy Limits

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.

Statutory Legal Defense Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

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

6.6 Deductible(s)

R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook.

6.7 Main Policy Exceptions

- 6.7.1 The amount of the policy deductible;
- 6.7.2 Death or injury to own employees;
- 6.7.3 Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended;
- 6.7.4 Arising out of the ownership, hire leasing or operation of any airport, airstrip or helicopter pad;
- 6.7.5 Property belonging to the Insured or in his care custody and control;
- 6.7.6 Property forming part of Contract Works;
- 6.7.7 Fines, penalties, punitive and exemplary damages;
- 6.7.8 Rectification of the works arising out of design, formula, specification, supervision, treatment or advice given for a fee;
- 6.7.9 Gradual pollution and contamination;
- 6.7.10 Ownership hiring or leasing of any aircraft, watercraft or hovercraft;
- 6.7.11 War, terrorism, asbestos and nuclear risks; and
- 6.7.12 Professional Indemnity.
- 6.7.13 Covid 19 and infectious diseases.

7 Project Professional Indemnity Insurance Summary

7.1 Cover Provided

Professional Indemnity

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

7.2 The Insured

7.2.1 As Employer and Named Insured:

Transnet (SOC) Limited and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

7.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

7.2.3 Sub-Contractors:

All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

7.2.4 to the extent required by any contract or agreement;

All project managers; architects; land surveyors; quantity surveyors; engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities

all for their respective rights and interests

7.3 Jurisdiction

Worldwide excluding North America

7.4 Insured Contracts

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

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

7.5 Policy Retroactive Dates

- 1 July 1995 Transnet Limited
- 16 January 2006 HMG Joint Venture
- 1 April 2008 Limit of Indemnity R200 000 000 per occurrence but R400 000 000 in the aggregate
- 1 April 2010 Deductible R1 000 000 (R300 000 prior to 1 April 2010)
- 1 April 2014 Deductible R2 000 000

7.6 Limit of Indemnity

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

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

7.7 Policy Extension

Limits of Indemnity

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance
Defamation	*R5,000,000 in the aggregate during the policy period of insurance
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance

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

7.8 Deductibles

7.8.1 The deductibles are noted as follows:

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

7.9 Policy Special Conditions

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

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

7.10 Policy Main Exclusions

- 7.10.1 Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- 7.10.2 Excludes Supervision.
- 7.10.3 Excludes liability arising out of environmental impairment / pollution
- 7.10.4 Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 7.10.5 Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks
- 7.10.6 Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- 7.10.7 Excludes liability from the hazardous nature of asbestos.
- 7.10.8 Excludes medical malpractice.
- 7.10.9 Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- 7.10.10 Excludes failure to meet completion dates
- 7.10.11 Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- 7.10.12 Excludes incorrect authorisation of payment.
- 7.10.13 Excludes breach of any statutory regulation.
- 7.10.14 Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- 7.10.15 Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- 7.10.16 Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions act
- 7.10.17 Sanctions Exclusion
- 7.10.18 Covid 19 and infectious diseases.

Annexure 1 – Incident Advice Form

All incidents have to be reported within 10 days of occurrence

SEND A COPY OF THIS DOCUMENT TO THE INSURANCE DEPARTMENT WITHIN YOUR OD/ SPECIALIST UNIT.

Insurance claim advice form

Principled Controlled Insurance 2022-2023

DETAILS OF PROJECT / CONTRACT

Project number: _____

Project Name: _____

Site Physical Address: _____

Name and contact details of Project Manager: _____

Name and contact details of person who can be contacted in regards to this claim:

Main Contractor or Sub-Contractor: _____

Value of the Project / Contract at time of award: _____

Free issue material value (if not included in the value above): _____

Project / Contract Start Date: _____

Estimated End Date: _____

LOSS / DAMAGE OF PROPERTY CLAIMS (CONSTRUCTION WORK)

Date of Incident: _____

Description of loss or damage: _____

Possible cause of the loss / Party responsible for the loss: _____

Estimated value of the loss: _____

In the event of theft – Police case number and name of Police Station incident was reported to:

PUBLIC LIABILITY CLAIM (I.E. 3RD PARTY INVOLVED IN THE INCIDENT)

Describe the incident, which might lead to a public liability claim:

Estimated value of the claim: _____

Details of third party (list all possible details of third party i.e. name, contact details, company name etc.)

Attach the Following to this claim submission:

- 1 Cost breakdown of the estimated claim amount (even if it is only a guestimate at reporting time)
- 2 Documentation supporting the claim e.g. photos, reports etc.

I/We warrant that the foregoing information provided is true and correct and that no information has been withheld in respect of the incident. I/We undertake to advise the Insurance office in writing in the event of any changes to supplied information and in the event of recovery of any part of the property forming the subject of this claim.

Signature _____ Name _____

Capacity: _____ Date _____

Claim form to be submitted to the Insurance Office of the relevant Operating Division or Specialist Unit.

Note:

Claim must be notified within 30 days of the incident. Attach additional pages if space provided is not sufficient.

Supply as much detailed information as possible during notification. If information is not available indicate such on the form.

INSURANCE ADMINISTRATION

Unique Claim Number: _____

TOMS: _____

Broker Claim Number: _____

Date Received from Project: _____

Date Submitted to Broker: _____

Loss Adjuster: _____

Agreement of Loss Date and Value: _____



Tel : +27 (0) 11 025 6566
 Fax : +27 (0) 86 632 3980
 Email : info@sankofaib.co.za
 Website : www.sankofaib.co.za

Post : Postnet Suite 221, Private Bag X51, Rivonia, 2128
 1st Floor, Block E, Edenburg Terraces, 348 Rivonia Boulevard, Rivonia, 2128

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

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

THE INSURED'S VAT NO: 4720103177

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

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

Deductibles:

In respect of loss or damage:

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

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

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000

R500,000,001 to R1,000,000,000 R150,000 R25,000

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

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

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

PUBLIC LIABILITY

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

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

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

Main Policy Exclusions :

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY

Professional Indemnity

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

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

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

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

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

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

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

Dennis Govender


Chief Broking Officer

“HOW TO” GUIDE FOR BIDDERS

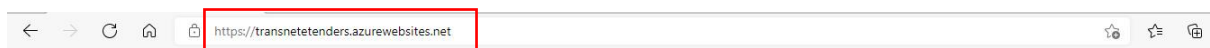
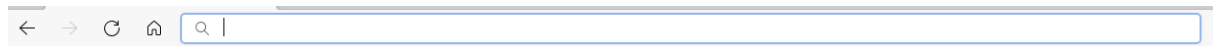
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



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

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

[Forgot your password?](#)

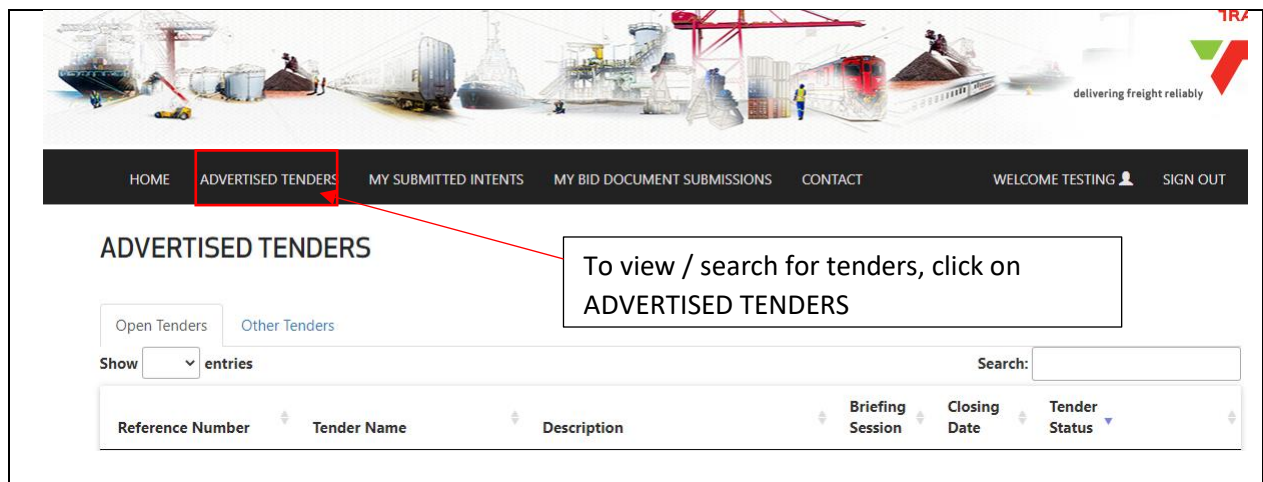
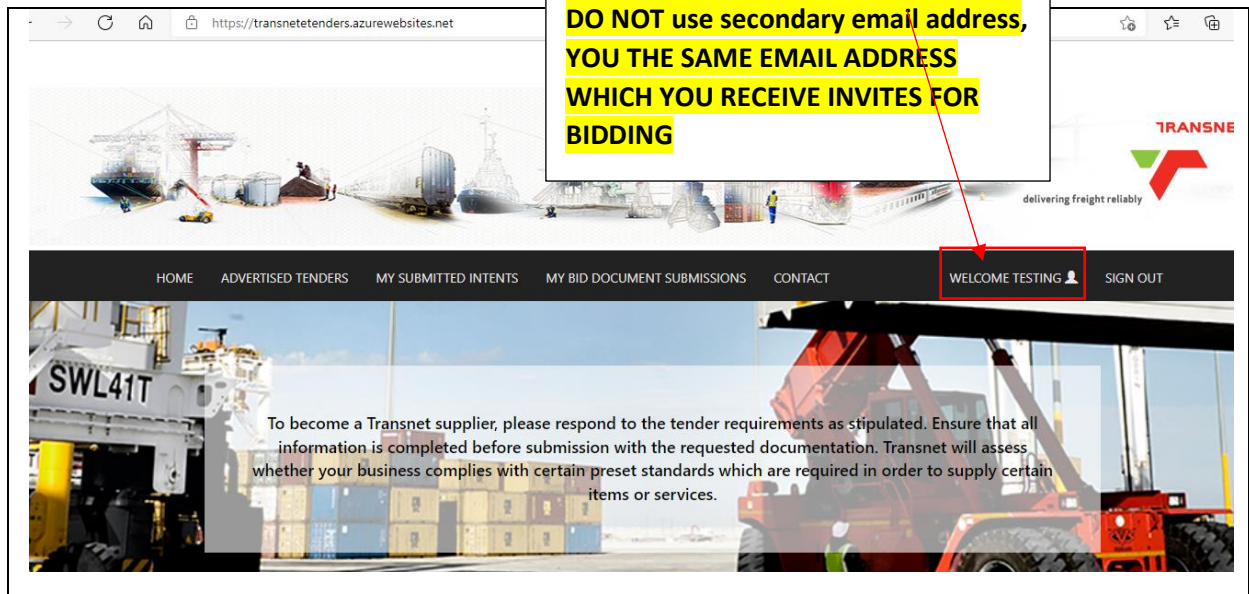
Sign in

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

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
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ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



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ADVERTISED TENDERS

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entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
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entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Det

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf


Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



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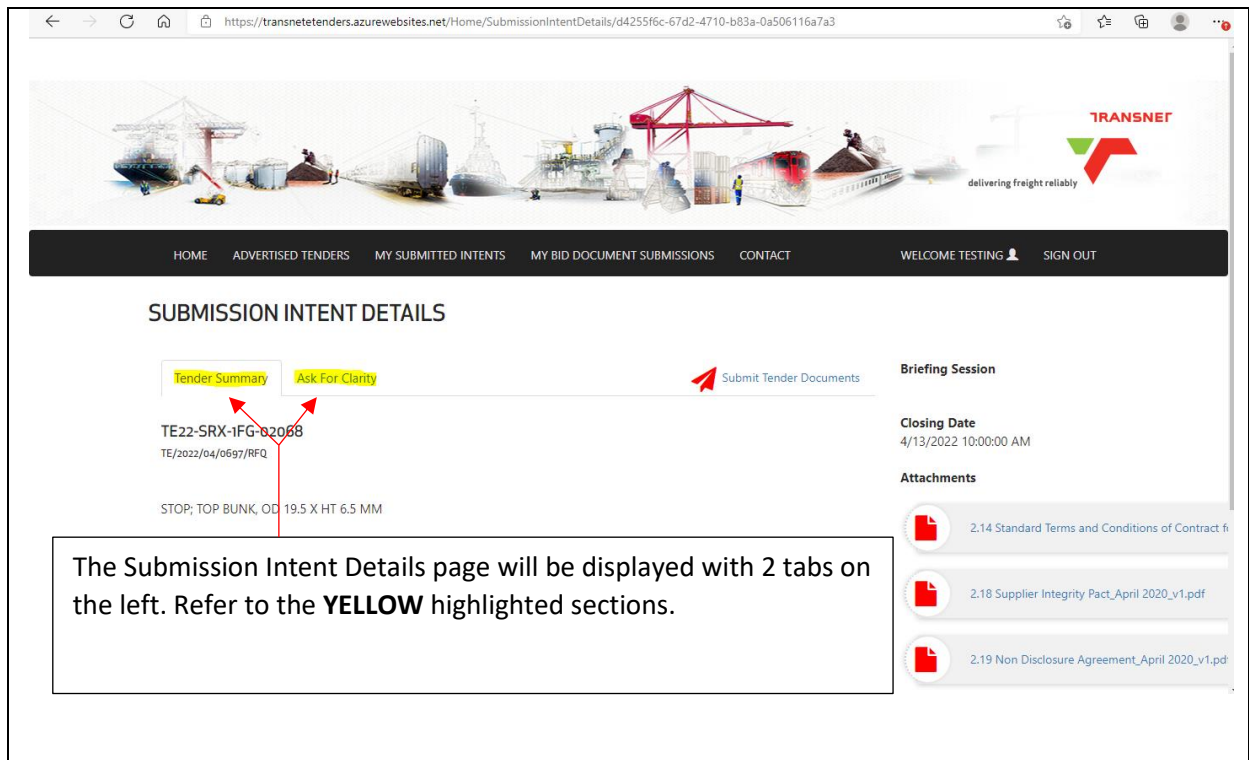
MY SUBMISSION INTENTS

Show entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

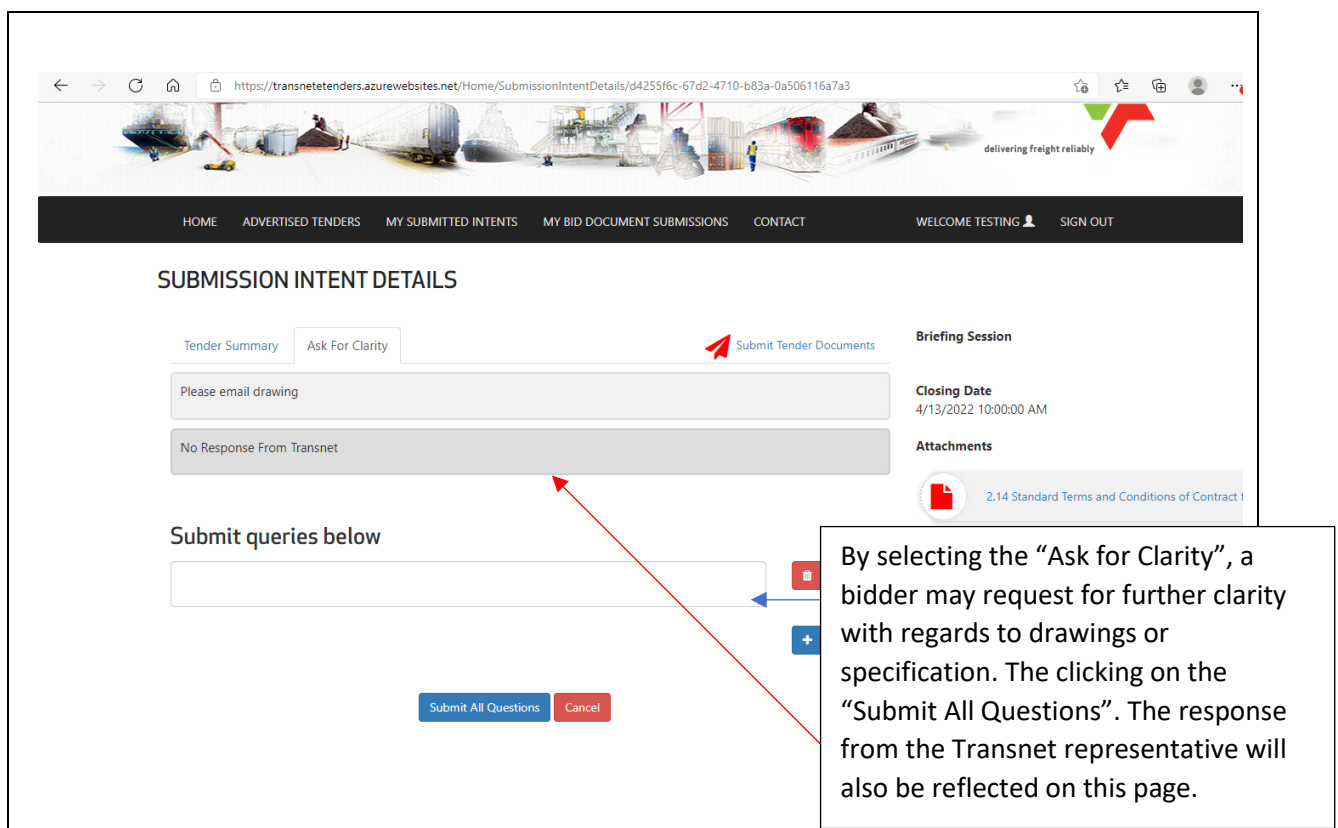
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

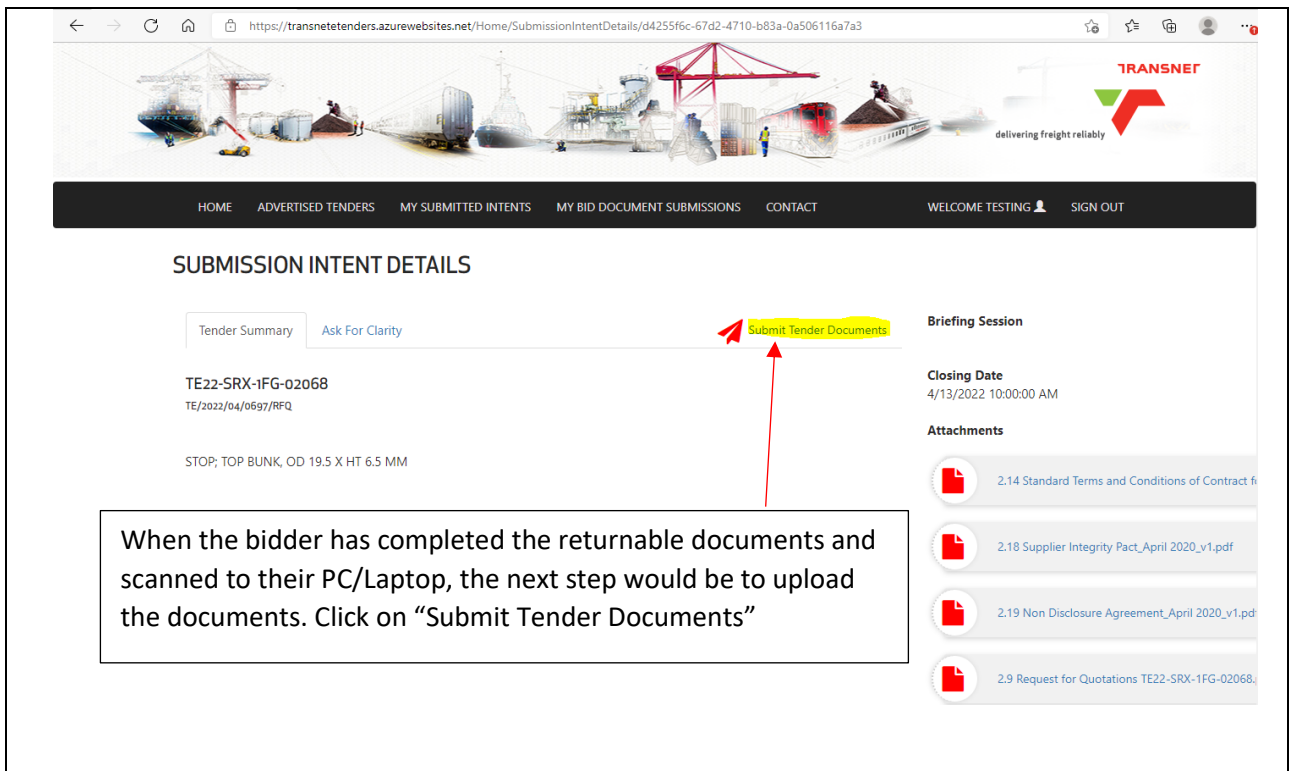
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

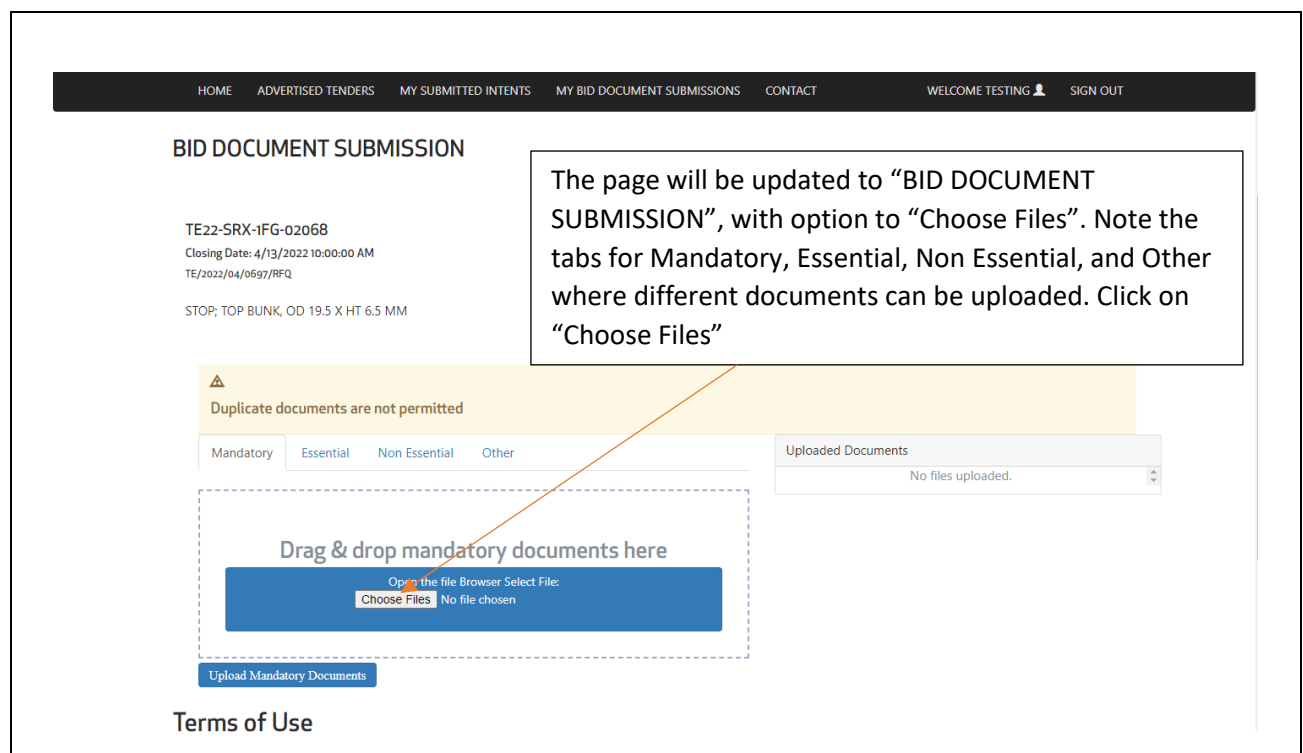
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

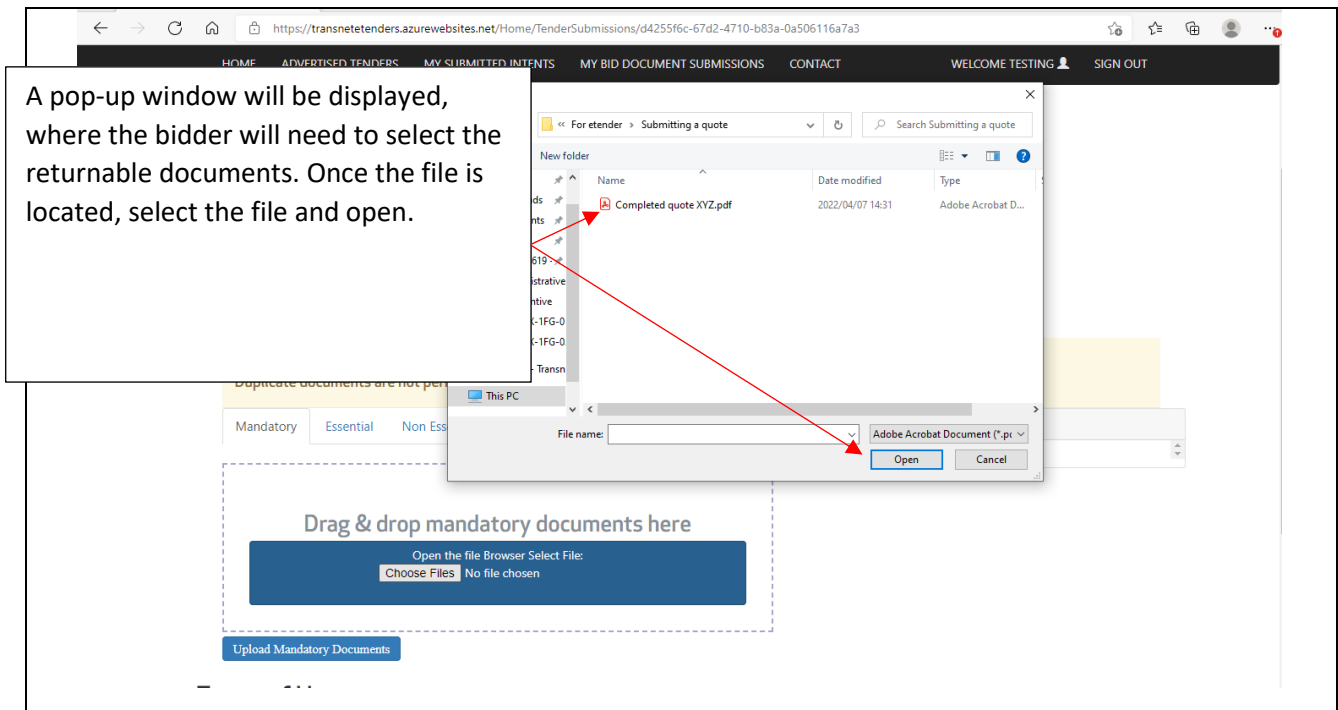
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

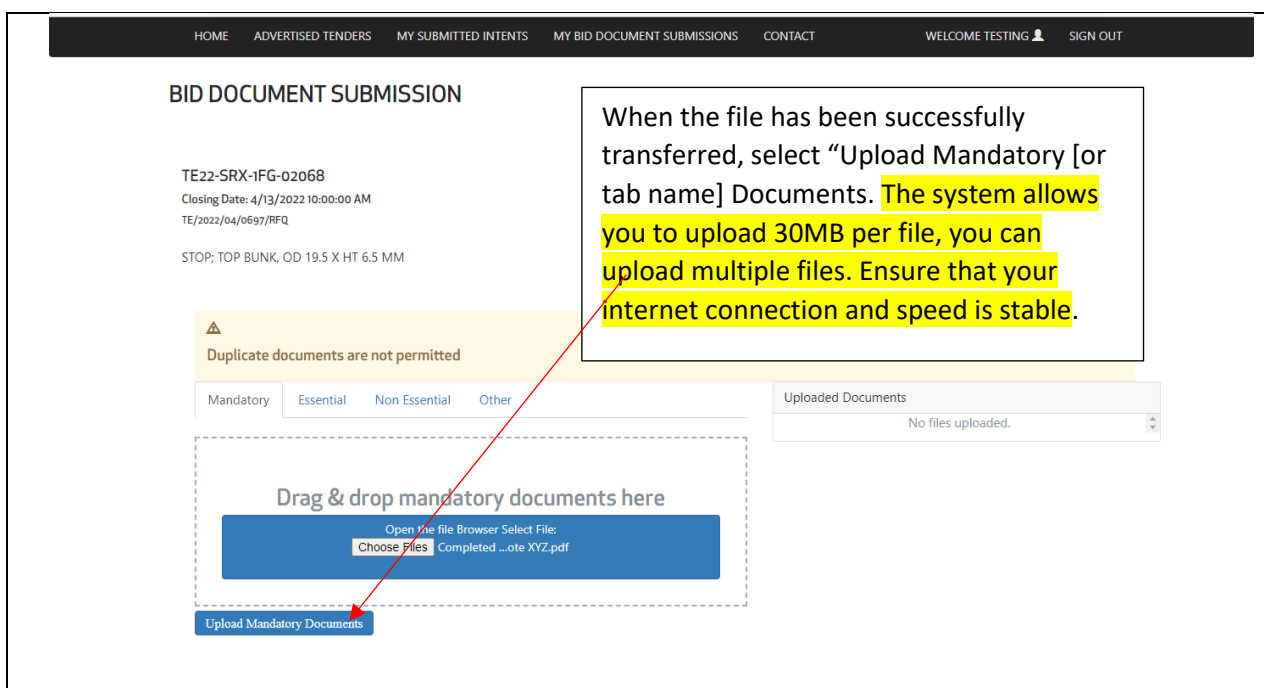
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS **MY BID DOCUMENT SUBMISSIONS** CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to “**MY BID DOCUMENT SUBMISSION**”, where the “**View Details**” can be selected to confirm that all required information is submitted correctly.

RFP LIST OF ANNEXURES

ANNEXURE 1:	CAD STANDARD (ENG-STD-0001)
ANNEXURE 2:	DRAWING 1
ANNEXURE 3:	DRAWING 2
ANNEXURE A:	SHE SPECIFICATION
ANNEXURE B:	TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE
ANNEXURE C:	TRANSNET CERTIFICATE OF CONTRACTORS WORK INSURANCE
ANNEXURE D:	GUIDE ON HOW TO ACCESS AND SUBMIT TENDERS