

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**Transnet Port Terminal**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY - AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>RFP NUMBER</b>	<b>: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT</b>
<b>ISSUE DATE</b>	<b>: 16 JANUARY 2026</b>
<b>COMPULSORY BRIEFING</b>	<b>: 23 JANUARY 2026 @11:00am</b>
<b>CLOSING DATE</b>	<b>: 30 JANUARY 2026</b>
<b>CLOSING TIME</b>	<b>: 16h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## Contents

Number	Heading
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## 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 Document
- T2.2 Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)

### Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Activity Schedule

### Part C3: Scope of Work

- C3.1 Works Information

### Part C4: Site Information

- C4.1 Site Information



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **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**].

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE</b>.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	A Compulsory Tender Clarification Meeting will be conducted at <b>Umhlathuze Building – Transnet Port Terminal</b> on the <b>23 JANUARY 2026 @11:00am</b> for a period of ± 2 (two) hour. [Tenderers to provide own transportation and accommodation].  The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
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**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.</li> <li>• Bidders that are interested in attending the compulsory briefing must send an e-mail to <b>Thandiswa.Ndawonde@transnet.net</b> supported by a copy of the Identity Document (ID) of their representative/s to arrange Permits to gain entry to the Port. All e-mails must be sent no later <b>22 JANUARY 2026 - 12:00pm</b> to allow sufficient time for the Permit Office to prepare the e-Permits'</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2 – 01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2 – 01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<b>30 JANUARY 2026 @ 16:00pm</b>



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

	Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>
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## 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) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) 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;



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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 on T2.2-18, [**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*



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- *the contents of the tender returnable 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](mailto:Transnet@tip-offs.com)**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **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](http://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.

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**Clause**

**Data**

C.1.1 The *Employer* is

**Transnet SOC Ltd**

**(Reg No. 1990/000900/30)**

C.1.2 The tender documents issued by the *Employer* comprise:

**Part T: The Tender**

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

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C.1.4 The Employer's agent is:

Name:	Thandiswa Ndawonde
Address:	Transnet Port Terminals Richards Bay Umhlathuze Building, Gordon Road, Port of Richards Bay, Harbour Arterial, Richards Bay, 3900, South Africa
Tel No.	035 905 3169
E – mail	Thandiswa.Ndawonde@transnet.net

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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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation **6 GB or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6 GB 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

The tenderer shall provide a certified copy of its signed joint venture agreement

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

## **3. Stage Three - 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 **70** 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.



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

***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 RFQ 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.**

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

C2.15.1

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:

The Tender Number:

**TPT/2026/01/0024/858/RFP - ICLM RB 1081  
TPT**

The Tender Description:

- **FOR THE PROVISION OF REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF**



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**RICHARDS BAY FOR TRANSNET SOC LTD  
(REG.NO 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER  
REFERRED TO AS "TPT").**

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

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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: **16:00pm on the 30 JANUARY 2026**

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.**
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: **70**

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:

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Maximum number of points</b>
<b>T2.2-03</b> <b>Previous experience</b>	<p>The tenderer must demonstrate their relevant experience in handling Asbestos Containing Material.</p> <p>The acceptable evidence is a signed or stamped completion certificate or a reference letter indicating the project description, customer name, contact details.</p> <p>Award letters will not be accepted without evidence of completion.</p>	35%



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>T2.2-04 Method Statement</b>	<p>The bidder shall provide project specific methodology, covering but not limited to the following points:</p> <ol style="list-style-type: none"> <li>1. Access to the side and roof sheeting</li> <li>2. Removal Methodology</li> <li>3. Handling and Bagging</li> <li>4. Transportation and Disposal</li> <li>5. Decontamination and Monitoring</li> <li>6. Personal Protective Equipment requirements (PPE)</li> <li>7. Emergency Procedure</li> </ol>	30%
<b>T2.2-05 Management and CVs of Key Personnel</b>	<p>Bidders must submit a valid proof of training certificate for asbestos work for the work that will be involved in this project.</p>	20%
	<p>Site Supervisor, trained in dealing with Asbestos Containing Material, with at least 3 years' experience in asbestos handling projects. The submitted CV shall be accompanied by proof of asbestos training certificate.</p>	15%
<b>Maximum possible score for Functionality</b>	<b>100</b>	



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement
- T2.2-07 **Evaluation Schedule:** Management and CVs of Key Personnel

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.**

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**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

C.3.11. 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.

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,

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or level 2	10
Creation of new jobs and labour intensification	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

**Note:** Transnet reserves the right to carry out an independent audit of the 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;



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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.

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

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REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration – **6 GB or HIGHER**
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** – Valid Proof of registration as an asbestos contractor
- T2.2-04 **Stage Four as per CIDB: Eligibility criteria schedule** - Valid registration certificates as hazardous waste transporters

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

- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement
- T2.2-07 **Evaluation Schedule:** Management and CVs of Key Personnel

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Schedule of proposed Subcontractors
- T2.2-14 Site Establishment requirements
- T2.2-15 Capability & ability to meet delivery schedule



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICI .. ....  
BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

ANNEX G Compulsory Enterprise Questionnaire

**Agreement and Commitment by Tenderer:**

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-23 POPIA

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 One (1) year audited financial statements

**1.3.3 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 C2.1 Pricing Instructions (Activity Schedule)**

**2.5 C2.2 Activity Schedule**

**2.6 C3 Works Information**

**2.7 C4 Site Information**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **T2.2-01: Eligibility Criteria Schedule:**

### **Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name or  
member of a Joint  
Venture)

Represented  
By:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		<b>Starting time:</b>

**Attendance of the above company/joint venture at the meeting was confirmed:**

Name

**Thandiswa Ndawonde**

Signature

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

Date

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-02: Eligibility Criteria Schedule - 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.**

<b>CRS Number</b>	<b>Status</b>	<b>Grading</b>	<b>Expiry Date</b>

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 **6 GB 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 **6 GB 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-03: Eligibility Criteria Schedule - Valid Proof of registration as an asbestos contractor**

The tenderer must provide valid proof of registration as an Asbestos Contractor issued by the Department of Employment and Labour (DoEL) in terms of the Asbestos Abatement Regulations, 2020.

- The proof must be in the form of a valid certificate or letter of registration clearly indicating the contractor's name, registration number, and the validity period.
- The document must be a certified copy, and the certification must not be older than three (3) months from the date of submission of the tender.
- The registration must specifically authorize the contractor to perform asbestos-related work, including handling, removal, transportation, or disposal, as applicable to the scope of this tender.
- Failure to provide valid and verifiable proof of registration will result in disqualification of the tenderer for non-compliance with mandatory requirements.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-04: Eligibility Criteria Schedule - Valid registration certificates as hazardous waste transporters**

The tenderer must provide valid registration certificates as a Hazardous Waste Transporter, issued by the relevant environmental authority in accordance with the National Environmental Management: Waste Act (Act No. 59 of 2008) and associated regulations.

- The proof must clearly indicate the name of the registered company, registration number, validity period, and authorization to transport hazardous waste materials.
- The document must be a certified copy, and the certification must not be older than three (3) months from the date of submission of the tender.
- In cases where the tenderer does not directly hold the registration, valid registration certificates from an appointed subcontractor who is authorized to transport hazardous waste must be submitted.
- Where a subcontractor is used, the tenderer must also provide a signed letter of intent or agreement confirming the subcontracting arrangement for hazardous waste transportation.
- Failure to provide valid and verifiable proof of registration—either by the tenderer or the nominated subcontractor, will result in disqualification for non-compliance with mandatory requirements.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-05: Evaluation Schedule: Previous Experience**

### **Note to tenderers:**

The tenderer must demonstrate relevant experience in the handling, removal, or disposal of Asbestos-Containing Material (ACM).

- The tenderer must provide documented evidence of previous projects involving asbestos-related work completed within the past five (5) years from the closing date.
- Acceptable evidence includes:
  - ✓ Signed and/or stamped completion certificates from clients, or
  - ✓ Official reference letters on client letterheads indicating the project description, client name, and client contact details.
- Award letters alone will not be accepted unless accompanied by verifiable evidence of successful project completion.
- The provided references must clearly demonstrate the tenderer's capability, competence, and experience in performing asbestos-related work of a similar nature and scale to the requirements of this tender.

### **Index of documentation attached to this schedule**

	<b>DOCUMENT NAME</b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>Score</b>	<b>Previous Experience</b>
<b>0</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>20</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works.  The tenderer has limited or poor evidence of previous experience.
<b>40</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in two (2) projects relating to the scope of works.
<b>60</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in three (3) projects relating to the scope of works.
<b>80</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in four (4) projects relating to the scope of works.
<b>100</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in five (5) projects relating to the scope of works.



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-06: Evaluation Schedule: Method Statement**

The bidder must provide a comprehensive, project-specific methodology detailing how the asbestos-related works will be executed safely, efficiently, and in compliance with applicable legislation and best practices.

The methodology must be specific to this project and address, at minimum, the following key elements:

1. Access to the Site and Roof Sheeting – Outline how safe access will be established for personnel and equipment, including scaffolding, fall protection, and stability measures.
2. Removal Methodology – Describe the step-by-step process for the removal of Asbestos-Containing Material (ACM), including control measures to prevent fibre release.
3. Handling and Bagging – Specify the methods for safe handling, containment, and double-bagging of asbestos waste in accordance with regulatory requirements.
4. Transportation and Disposal – Detail the procedures for safe transport and disposal of asbestos waste to a licensed hazardous waste disposal facility, including tracking documentation.
5. Decontamination and Monitoring – Explain the decontamination process for workers, equipment, and the work area, as well as air monitoring and clearance testing to confirm compliance.
6. Personal Protective Equipment (PPE) Requirements – Identify the PPE to be used by personnel, including respiratory protection, protective clothing, gloves, and footwear.
7. Emergency Procedures – Provide the emergency response plan outlining actions to be taken in the event of accidental asbestos release, injury, or environmental contamination.



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

The methodology must demonstrate a clear understanding of the project scope, regulatory compliance, and the bidder's technical competence in asbestos abatement. Generic or copied methodologies that are not tailored to this project's conditions will not be accepted.

<b>Score</b>	<b>Method Statement</b>
0	No submission, or the submitted method statement does not address any of the specified points or is completely generic and unrelated to the project.
20	The method statement addresses only 3 or fewer of the specified points, with limited detail and minimal project-specific content.
40	The method statement covers 4 of the specified points, but lacks adequate depth, clarity, or project relevance.
60	The method statement addresses 5 or 6 of the specified points, demonstrating a fair understanding of the project requirements, but with limited technical detail or incomplete sequencing.
80	The method statement comprehensively covers all 7 specified points with clear, logical, and project-specific explanations demonstrating compliance with asbestos regulations and safety standards.
100	The method statement covers all 7 specified points in detail and includes additional relevant topics (e.g., waste tracking, risk assessment, supervision and monitoring plans, or communication protocols), demonstrating exceptional understanding, innovation, and readiness for execution.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-07: Evaluation Schedule: Management and CVs of Key Personnel**

The bidder must submit valid proof of training certificates for all personnel who will be directly involved in the execution of asbestos-related works under this project.

- Each certificate must clearly display the name of the trained individual, course title, training provider, date of issue, and validity period.
- All certificates must be valid at the time of tender submission and submitted as certified copies not older than three (3) months.
- Failure to provide valid, verifiable, and relevant asbestos training certificates for personnel involved in the works will result in score of zero (0).

<b>Score</b>	<b>Management and CVs of Key Personnel</b>
0	No proof of asbestos training submitted for any personnel, or submitted certificates are invalid, expired, or not relevant to asbestos work.
20	Proof of valid asbestos training submitted for 2 or fewer workers. The submission demonstrates limited capacity to undertake asbestos-related work safely.
40	Proof of valid asbestos training submitted for 3 or 4 workers. Partial team readiness demonstrated, but insufficient to ensure full compliance on site.
60	Proof of valid asbestos training submitted for 5 or 6 workers. Shows reasonable staffing capacity with relevant training, but not comprehensive.
80	Proof of valid asbestos training submitted for 7 or 8 workers. Demonstrates adequately trained personnel to manage and execute asbestos' works safely and effectively.

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

100	Proof of valid asbestos training submitted for 9 or more workers. Demonstrates a fully trained and competent team with sufficient capacity to ensure compliance, safety, and quality execution of asbestos-related works.
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**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **Evaluation Schedule: Management and CVs of Key Personnel**

The bidder must appoint and provide details of a qualified Site Supervisor who will be responsible for overseeing all asbestos-related works for the duration of the project.

- The proposed Site Supervisor must have a minimum of three (3) years' proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).
- The bidder must submit a comprehensive CV of the proposed Site Supervisor, clearly indicating:
  - Relevant work experience in asbestos handling projects
  - Roles and responsibilities held in previous projects
  - Duration and dates of employment or engagement
  - References with contact details (where available)
- The CV must be accompanied by valid proof of asbestos training certificate
- The certificate must be a certified copy not older than three (3) months and must remain valid for the duration of the project.
- Failure to provide a suitably qualified and trained Site Supervisor, along with the required documentary evidence, will result in score of zero (0).

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>Score</b>	<b>Management and CVs of Key Personnel – Site supervisor</b>
0	No proof of site supervisory experience submitted for any personnel, or submitted documents are invalid, unclear, or not relevant to asbestos work.
20	The supervisor has under a year of proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).
40	The supervisor has a year or above but less than three years of proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).
60	The supervisor has three years or more but has less than five years of proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).
80	The supervisor has five years or more but less than eight years of proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).
100	The supervisor has over eight years of proven experience in projects involving the handling, removal, and disposal of Asbestos-Containing Material (ACM).

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-08: 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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

### **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

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **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.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-09: 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:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-11: Risk Elements**

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

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

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

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-12: Availability of Equipment and Other Resources**

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the works as described in the Works Information.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-13: 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:**

- 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.
- 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:

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-14: Site Establishment Requirements**

Tenderers to indicate their Site establishment area requirements:



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-15: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### **Index of documentation attached to this schedule:**

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Part T2: Returnable Schedules

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-16 : ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

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

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

<b>Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</b>
--

<b>Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.</b>
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**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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 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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

PRICE	POINTS
	<b>80</b>
	<b>20</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or level 2	10
Creation of new jobs and labour intensification	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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 defined 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-BBEE 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 defined 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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

#### **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:

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or level 2	10
Creation of new jobs and labour intensification	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	Section 2.2 – 27 Job Creation Schedule Returnable documents

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

Enterprise	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	<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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p>

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	<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>

- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.

<sup>1</sup> 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.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **6. BID DECLARATION**

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

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

7.1 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.

## **8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 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	
-----	--	----	--


**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**


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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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: .....

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**SBD4**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> 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.

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

2.2 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:

.....

.....

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **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 consortium<sup>3</sup> 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.
- 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.

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2 – 17 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 ..... 2026 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

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Part T2: Returnable Schedules

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT O RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT O  
RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS  
(HEREINAFTER REFERRED TO AS "TPT").**

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

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

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

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

**3. RECORDS AND RETURN OF INFORMATION**

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

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

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

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

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

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

**4. ANNOUNCEMENTS**

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

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

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT O RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 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.

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Part T2: Returnable Schedules

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-18: RFP DECLARATION FORM**

**NAME OF COMPANY:**

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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]*

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**FULL NAME OF OWNER/MEMBER/DIRECTOR/**

**PARTNER/SHAREHOLDER:**

**ADDRESS:**

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**Indicate nature of relationship with Transnet:**

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*[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. 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).

6. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

without having to follow a formal court process to have such award or decision set aside.

7. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".

8.

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](http://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](mailto:procurement.ombud@transnet.net)

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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 Bidder.

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

## T2.2-19: REQUEST FOR PROPOSAL– BREACH OF LAW

NAME OF COMPANY:

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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:

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DATE OF BREACH:

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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 \_\_\_\_\_ 2026

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SIGNATURE OF TENDER

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-20: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation.
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- a) prices;
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.

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

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2026

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SIGNATURE OF TENDERER



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-21 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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

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

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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**Restricted Suppliers.** Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## 7 PREVIOUS TRANSGRESSIONS

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

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

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
  - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## **10 DISPUTE RESOLUTION**

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
  - a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 11 GENERAL

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

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

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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 .....

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **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.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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;

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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.

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### ***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 \_\_\_\_\_

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*(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 \_\_\_\_\_

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Signature

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **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 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



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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:**

<b>YES</b>		<b>NO</b>	
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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 of \_\_\_\_\_ who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Signature: \_\_\_\_\_



Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-24: Insurance provided by the Contractor**

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

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

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-25: One (1) year audited financial statements**

Attached to this schedule is the last one (1) year audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **T2.2-26 SUPPLIER DECLARATION FORM**

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 A 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:** 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 (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

**1. If your annual turnover is R10 million or less,** then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit 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 (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

**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). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

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

**3. If your annual turnover exceeds R50 million,** then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

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



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**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.** It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

**7.** The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS") as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

**8.** Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **SUPPLIER DECLARATION FORM**

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### **Supplier Declaration Form**

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

CSD Number (MAAA xxxxxxx):	
----------------------------	--

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

Did your company previously operate under another name?	Yes	No	
If <b>YES</b> state the previous details below:			
Trading Name			
Registered Name			



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

Company Registration No Or ID No If a Sole Proprietor						
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
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , 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			



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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 <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?	Yes	No							
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9
Majority Race of Ownership									
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership			



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
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**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

### Supplier Development Information Required

#### EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.

In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.

YES  NO 

#### FIRST TIME SUPPLIER

A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.

YES  NO



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>SUPPLIER DEVELOPMENT PLAN</b>	YES <input type="radio"/> NO <input type="radio"/>
Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
<b>DEVELOPMENT PLAN DOCUMENT</b>	YES <input type="radio"/> NO <input type="radio"/>
Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	*If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>	YES <input type="radio"/> NO <input type="radio"/>
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**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 and Surname		Designation	
Signature		Date	



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

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### **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



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **APPENDIX C**

### **SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty)</b>	



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-            i. before 27 April 1994; or            ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. 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.

5. 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



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **APPENDIX D**

### **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

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I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p>



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

	<p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	--

**3. I hereby declare under Oath that:**

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. 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.

5. 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



Transnet Port Terminal

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

**VENDOR REGISTRATION DOCUMENTS CHECKLIST**

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

Yes      No

1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical and Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

## **T2.2-27: JOB-CREATION SCHEDULE**

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

(a) Please indicate total number of new jobs that will be created over the term of the contract:

<b>Total number and value of new jobs created</b>	<b>Total number of new jobs</b>	<b>Total rand value of new jobs created</b>

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	<b>Total number of new jobs</b>	<b>Total rand value of new jobs</b>
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	<b>Total number of Skilled jobs</b>	<b>Total number of Semi-skilled jobs</b>	<b>Total number of Unskilled jobs</b>
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## C1.1: Form of Offer & Acceptance

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

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

*(Insert name and address of organisation)*

Date



**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

Name &  
signature of  
witness

Tenderer's CIDB registration number:

### **Acceptance**

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer** Transnet SOC Ltd

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

**For the tenderer:**

**For the Employer**

Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	.....	.....
Date	.....	.....



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options of NEC3 Engineering and Construction Contract June 2005 (Amended June 2006 and April 2007)	
		<b>X2 Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"). ").**

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 Port Terminals  
202 Anton Lembede Street  
Durban  
4000**

10.1 The *Project Manager* is: (Name) **Phakamani Zikalala**

Address

**Office no.127 MHA Building, Port of Richardsbay**

Tel

**035 905 3842**

e-mail

**[Phakamani.Zikalala@transnet.net](mailto:Phakamani.Zikalala@transnet.net)**

10.1 The *Supervisor* is: (Name) **Benedict Kopo**

Address

**Office no.127 MHA Building, Port of Richardsbay**

Tel No.

**035 905 4646**

e-mail

**[Benedict.Kopo@transnet.net](mailto:Benedict.Kopo@transnet.net)**

11.2(13) The *works* are **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY IN THE PORT OF RICHARDSBAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

11.2(14) The following matters will be included in the Risk Register None at this stage Risk Register will be updated via early warning process

11.2(15) The *boundaries of the site* 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**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main</b> <b>No additional data is required for this section of the conditions of contract.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>8 Months from date of signing the contract</b>
11.2(9)	The <i>key dates</i> and the <i>conditions</i> <i>Condition to be met</i> to be met are:	<i>key date</i>
		<b>1 Aligning with the main TBC contractor's schedule</b>

30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 P Gallery</b>	<b>TBC</b>
31.1	The <i>Contractor</i> is to submit a first <b>2 weeks of the Contract Date.</b> programme for acceptance within		
31.2	The <i>starting date</i> is		<b>TBA</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no <b>2 weeks.</b> longer than		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>N/A</b>	
43.2	The <i>defect correction period</i> is	<b>N/A</b>	



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 5 Payment

50.1 The *assessment interval* is **25<sup>th</sup> (twenty fifth) day of each successive month.**

51.1 The *currency of this contract* is **South African Rand.**

51.2 The period within which payments are made is **Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

## 6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**  
**the number of days with rainfall more than 10 mm**  
**the number of days with minimum air temperature less than 0 degrees Celsius**  
**the number of days with snow lying at 08:00 hours South African Time**  
**and these measurements:**

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:

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

## 7 Title

**No additional data is required for this section of the *conditions of contract*.**

## 8 Risks and insurance



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

80.1	These are additional <i>Employer's</i> risks	<b>The risk of delays due to interface with others and / or operations</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; 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</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
	4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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* provides these additional Insurances

**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.**

- 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**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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 R 5 000 000/R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager 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 Contractor.**

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84.2 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 *Contractor*) caused by activity in connection with this contract for any one event is

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**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

84.2	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:	<b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>KwaZulu Natal South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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**12 Data for secondary Option clauses**

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**X1 Price adjustment for inflation**

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X1.1(a) The *base date* for indices is **05 February 2025**

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X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

	<b>Pro- portion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
	<b>0.30</b>	<b>Labour (People)</b>	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a> )

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Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>0.15</b>	<b>Plant (Equipment)</b>	<b>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a> )
<b>0.15</b>	<b>Material (Civil)</b>	<b>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b> (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a> ); and



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>0.36</b>	<b>Material (Electrical)</b>	<b>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>0.01</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
<b>1.00</b>		

<b>0.15</b>	<b>Non-adjustable</b>
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**\*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices**

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X5</b>	<b>Sectional Completion</b>	
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>0.1% of the total contract value per day capped at 7.5% of the total contract value.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10 % of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)</b>
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:	<b>The deductible of the relevant insurance policy</b>
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:	<b>The cost of correcting the Defect</b>
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:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>N/A</b>

---

**Z Additional conditions of contract are:**

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**Z2 Additional clause relating to Performance Bonds and/or Guarantees**

**Z2.1**

**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.**

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**Z3 Additional clauses relating to Joint Venture**

**Z3.1**

**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;**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 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.**

**Z3.2**

**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*.**

**Z4 Additional obligations in respect of Termination**

**Z4.1**

**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)**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").

**Z4.2 Termination Table**

**The following will be included under core clause 90.2 Termination Table as follows:**

**Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**

**Z4.3**

**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

**Z5 Right Reserved by the Employer to Conduct Vetting through SSA**

**Z5.1**

**The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:**

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
- 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
- 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

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**Z6 Additional Clause Relating to  
Collusion in the Construction  
Industry**

**Z6.1**

**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.**

---

**Z7 Protection of Personal  
Information Act**

**Z7.1**

**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.**

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Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 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:	



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<p style="text-align: center;"><b>(in figures)</b></p> <p style="text-align: center;"><b>(in words), excluding VAT</b></p>
11.2(31)	The tendered total of the Prices is	<p style="text-align: center;">(in figures)</p> <p style="text-align: center;">(in words), excluding VAT</p>
	<b>Data for Schedules of Cost Components</b>	<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>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>				
41 in SSCC	The percentage for people overheads is:	<b>%</b>				
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	<b>% (state plus or minus)</b>				
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>		
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>			
62 in SSCC	The percentage for design overheads is	<b>%</b>				
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:					

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>
41 in SSCC	The percentage for people overheads is:	<b>%</b>



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"). ").**

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	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>	
62 in SSCC	The percentage for design overheads is	<b>%</b>		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **PART C2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>
C2.1	Pricing instructions: Option A
C2.2	Activity Schedule

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering Construction Contract (ECC), June 2005 (with amendments June 2006 and April 2013) **Option A** states:

**Identified and defined terms** 11 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

11.2

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

### 1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## C2.2 Activity Schedule

The details given below serve as guidelines only and the *Consultant* may split or combine the activities to suit his particular methods.

*\* This activity schedule is based on the initial scope of works as agreed on. Scope and timelines for deliverables may be modified due to changes in circumstances, with written consent required from both parties.*

<b>Activity</b>	<b>Activity</b>	<b>Price of each activity</b>
<b>A</b>	<b>Removal of asbestos:</b>	
A.1	Within the asbestos removal regulations dismantle, remove Asbestos cladding on P Gallery Shed	
A.2	Cart away and dispose the removed Asbestos to a certified dumpsite	
A.3	Provide a durable temporary cover over the gallery after removal of asbestos to allow current operations to continue without disruptions	
A.4	Planning and Interfacing between the existing Contractor and Operations to minimize disruptions on the ongoing operations and construction works	
A.5	Remove asbestos contaminated material, cargo spillages mixed with fine particles of asbestos on the P gallery	
A.6	Remove the top layer of sand on the ground around the P gallery to remove all tiny asbestos particles that are on the ground	
A.7	The cargo spillages that is stock pilled on the ground must be removed as asbestos contaminated material.	
<b>B</b>	<b>Tower Access</b>	
B.1	Allow provision for the tower access(scaffolding)	
<b>C</b>	<b>Disposal</b>	
C.1	Safety disposal of asbestos materials to a registered dump site, Including monthly rental of an 28.m <sup>3</sup> "Ro-Ro" storage bin.	
<b>E</b>	<b>Preliminaries and generals:</b>	
E.1	Site establishment	
E.2	Plant	

Tender Number: **TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT**

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

E.3	Temporary works	
E.4	Traffic management	
E.5	De-establishment	
E.6	Others, P&G's related items as stated in the scope of works	
<b>F</b>	<b>MEETINGS</b>	
F.1	Attending Meetings as stated in the works information	
<b>G</b>	<b>CLEANING</b>	
G.1	Cleaning of the site after completion	
<b>H</b>	<b>COMPLIANCE</b>	
H.1	Project Management and Coordination	
H.2	Health, Safety & Security Compliance	
H.3	Quality Compliance	
H.4	Environmental Compliance	
	<b>Total carried forward to Form of offer</b>	

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## PART C3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>
C3.1	This cover page <i>Employer's Works Information</i>
	<b>Total number of pages</b>

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **C3.1 EMPLOYER'S WORKS INFORMATION**

### **Contents**

<b>PART C3: SCOPE OF WORK.....</b>	<b>1</b>
<b>SECTION 1 .....</b>	<b>3</b>
1    Description of the <i>works</i> .....	3
1.1    Executive overview .....	3
1.2 <i>Transnet Port Terminals (TPT)</i> 's objectives .....	3
1.3    Scope of Work.....	3
1.4    Interpretation and terminology .....	5
2    Technical Requirements .....	7
2.1    Detailed Specifications.....	7
2.2    Registration Requirements .....	7
2.3    Education and Training .....	7
2.4    Medical Surveillance .....	8
2.5    Personal Protective Equipment .....	8
2.6    Operational Requirements .....	9
2.7    Work Methods.....	9
2.8    Disposal Methods .....	9
2.9    Additional Requirements.....	9
2.10    Approved Inspection Authority .....	10
2.11    Inclusions and Exclusions.....	10
<b>SECTION 2 .....</b>	<b>12</b>
3    Management and start up .....	12
3.1    Management meetings.....	12
3.2    Document Control .....	13
3.3    Safety and Risk Management .....	13
3.4    Environmental Constraints and Management.....	15
3.5    Programme and Planning .....	18
3.6    Contract Change Management.....	19
3.7    The Contractor's Invoices .....	20

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **SECTION 1**

### **1 Description of the works**

#### **1.1 Executive overview**

The Port of Richards Bay is in northern Kwa-Zulu Natal and has access to a well-established rail network with direct links to hinterlands and mines. The P-gallery structure was originally constructed in the late 1970's and was subsequently extended in 2007. The gallery comprises two sections: an original Old Section of 650m in length and a newer section approximately 350m in length. The concrete and its reinforcement of the P Gallery older structure can be described as actively corroding where severe degradation of concrete spalling has taken place. Without intervention this situation will continue to corrode unabated and will accelerate exponentially. The New Section's civil infrastructure is in good condition.

Transnet Approved Inspection Authority (AIA) for Occupational Health and Hygiene carried out an inspection on site and subsequently took samples for laboratory testing. The entire P-Gallery sheeting (roof and side cladding) has been confirmed to be asbestos-containing material. In accordance with the Asbestos Abatement Regulations, 2020, this necessitated the need to remove the entire sheeting and replace it with non-asbestos material. With this contract, TPT is looking for a Registered Asbestos Contractor (RAC) that can conduct a type 2 asbestos work.) A RAC will carry out only the removal and disposal of all asbestos – containing material, which includes the already broken and fallen pieces of the materials within the site. Full removal and disposal by a RAC are prerequisite statutory requirements before any steelwork or concrete repairs can commence.

#### **1.2 *Transnet Port Terminals (TPT) 's objectives***

TPT is currently undertaking a project to address structural deterioration at the P- gallery. The contractor carrying out the works are restricted due to the asbestos containing site. While this will assist TPT to comply with this Asbestos Abatement Regulations, the aim for this project is also to enable the already appointed contractor to successfully execute the P-Gallery structural repair projects which includes the refurbishment of the structural steel and frames underlying the asbestos sheeting.

TPT's objective is to remove and replace asbestos-containing material with suitable and compatible materials. In addition, the objective is to complete the work timeously with minimum disruption to ongoing port operations, whilst maintaining the highest safety and quality standards.

#### **1.3 Scope of Work**

The Scope of Work includes the removal and disposal of asbestos-containing materials, from existing buildings, in the form of waste, roof sheeting and side cladding to an asbestos disposal site, a site specifically designated for this purpose in terms of the Environment Conservation Act



Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

1989, and National Environmental Management Waste Act 2008. All asbestos related activities should comply with the provisions of the Occupational Health and Safety Act 1993, the Asbestos Abatement Regulations of 2020, Environment Conservation Act 1989 and National Environmental Management Waste Act 2008.

The Scope of Work shall include the following activities:

- i) The establishment of on-site facilities for the Contractor and the provision of necessary plant, personnel and equipment.
- ii) Provision of temporary offices, storage, kitchens and ablution facilities for the duration of contract; including connection of services.
- iii) Removal of asbestos- containing materials and disposal of asbestos- containing materials at a certified asbestos disposal site.
- iv) The removal of plant and equipment and the final tidying up of the site on completion.
- v) And any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Works in accordance with the true meaning and intent of the Contract.



Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AIA	Approved Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CHSMP	Contractor's Health and Safety Management Plan
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
RAC	Registered Asbestos Contractor
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TPT	TRANSNET PORT TERMINALS

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 2 Technical Requirements

### 2.1 Detailed Specifications

- 2.1.1 The Work should be carried out by a Registered Asbestos Contractor (RAC), who is registered with the Department of Employment and Labour (DEL) as either a type 2 or type 3 asbestos contractor.
- 2.1.2 The Contractor shall appoint an occupational health and safety representative
- 2.1.3 Obtain a copy of an up-to-date inventory of asbestos in place from TPT prior to commencement of asbestos work
- 2.1.4 Before commencement of any asbestos work and during such work the RAC must ensure that a risk assessment is performed and reviewed as soon as there is a change in work methods
- 2.1.5 Appointing an asbestos removal supervisor for each worksite
- 2.1.6 Adhere to the approved asbestos plan of work for removal and disposal of asbestos containing materials for the P-Gallery.
- 2.1.7 Before commencement of asbestos work ensure that an AIA has been appointed in writing by TPT.
- 2.1.8 The RAC must be in good standing with the compensation fund
- 2.1.9 Where a fatality or permanent disabling injury occurs during asbestos work ensure that it is reported in accordance with section 24 of the Occupational Health and Safety Act.
- 2.1.10 Ensure compliance with all the duties as stipulated in Reg 12 of the Asbestos Abatement Regulation, 2020

### 2.2 Registration Requirements

The RAC must submit the following:

- 2.2.1 Valid certificate of registration as a RAC issued by the Chief Inspector of the Department of Employment and Labour. The Registration must include type 2 or type 3 asbestos work.
- 2.2.2 Registration with the Unemployment Insurance Fund
- 2.2.3 Letter of Good Standing from "The Compensation Fund or licensed insurer indicating under the nature of the business.

### 2.3 Education and Training

Provide documentation on the following:

- 2.3.1 The applicable qualifications and proof of experience of the Asbestos / Construction Supervisor
- 2.3.2 Proof of valid level 2 trained first aider/s (certified training certificate)

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

2.3.3 Copy of valid training certificate for the Occupational Health and Safety (OHS) Representatives (training certificates).

2.3.4 Copies of training certificates provided to asbestos workers by a competent person.

Note: If more than one Asbestos Team will be utilized, a first aider and OHS Representative should be trained and appointed for each team.

## 2.4 Medical Surveillance

The following information shall be provided:

2.4.1 Provide copies of medical certificates for all Asbestos Team members issued by an occupational medicine practitioner (OMP)

2.4.2 The medical fitness certificate should state the person is medically fit to work in an asbestos environment

2.4.3 Contact details of the OMP.

## 2.5 Personal Protective Equipment

RAC will be expected to provide the employees with the following PPE as a minimum:

2.5.1 Respiratory Protective Equipment. Type of the respiratory protective equipment, minimum FFP2 or equivalent.

2.5.2 Personal protective clothing. The data sheets of protective clothing shall be submitted for TPT Project manager and AIA approval prior to the commencement of the work. This should at least include the following:

- Safety helmets – type & model
- Disposable overalls (Suitable one-piece impermeable overalls, specific for asbestos work)
- Steel-toe gum boots
- Dust Goggles (Eye/face protection type & model)
- PVC or nitrile gloves (Gloves, that cannot retain asbestos fibres. (type & model)
- Ear protection applicable to the environment
- Safety body harness
- Masking tape
- Other appropriate PPE.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## **2.6 Operational Requirements**

Equipment to be used for type 2 asbestos work must include:

- 2.6.1 Data sheet or specifications for the vacuum cleaner
- 2.6.2 Removal tools
- 2.6.3 Injecting / wetting system
- 2.6.4 Decontamination unit - Decontamination of the employees will take place in the decontamination unit.
- 2.6.5 Ablution facilities:
  - Toilets
  - Eating area

## **2.7 Work Methods**

The following details will be required:

- 2.7.1 Procedure to remove the asbestos containing material including decontamination process must be in line with the approved asbestos plan of work
- 2.7.2 Methods of removal, tools and equipment
- 2.7.3 Emergency procedures in the event of uncontrolled asbestos release.

## **2.8 Disposal Methods**

The following details will be required

- 2.8.1 The disposal method (Standard operating procedure) to be used on the site
- 2.8.2 Pictures of containers that will be used for all asbestos waste
- 2.8.3 Transport registration in accordance with the Road Traffic Safety Act
- 2.8.4 Transport permit should be approved for transportation of hazardous waste
- 2.8.5 Name of the site of final disposal
- 2.8.6 Copy of the approval certificate of the final disposal site.

## **2.9 Additional Requirements**

Additional requirements that the RAC must comply with are listed below:

- 2.9.1 The RAC's project management for the project shall have experience in the repair and removal of asbestos, or any other form of asbestos in buildings or on the land and shall demonstrate a proven track record

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- 2.9.2 The RAC's and his/her sub-contractor, if any, shall have suitably qualified supervisors in charge of this project. The names and qualifications of the supervisors together with full details of their experience in this field of work shall be furnished
- 2.9.3 The RAC shall not change the project team as detailed in the organogram submitted by the RAC and approved by the project manager without the prior written approval of the project manager, which approval shall not unreasonably be withheld
- 2.9.4 The Transnet project manager can visit the asbestos site with prior arrangements with the site supervisor or the AIA and shall always be accompanied by the site supervisor or AIA personnel.
- 2.9.5 The RAC should acknowledge the deadlines and schedules associated with the activities to be undertaken

## **2.10 Approved Inspection Authority**

The Transnet AIA will be appointed by TPT as the AIA for the project to perform the following functions:

- 2.10.1 Submit a notification on behalf of TPT to the Department of Employment and Labour at least seven days prior to commencement of asbestos work
- 2.10.2 Compile a plan of work in consultation with RAC and submit to the Department of Employment and Labour
- 2.10.3 Perform personal and environmental air monitoring and provide results to RAC and TPT
- 2.10.4 Conduct asbestos clearance monitoring upon completion of asbestos work in accordance with Reg 22
- 2.10.5 Confirm the employee medical certificate of fitness and asbestos training records.
- 2.10.6 Provide guidance on site specific instruction to the RAC on the approved plan of work
- 2.10.7 Inspect adherence to the approved plan of work and requirements of the Asbestos Abatement Regulations
- 2.10.8 Stop any RAC from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated

## **2.11 Inclusions and Exclusions**

- 2.11.1 This contract entails the removal of the asbestos containing material and disposal at the approved site for asbestos-containing material. The total quantities of asbestos sheeting to be removed is for 14 000 square meters, which is re-measurable on site during the execution. All other incidental works necessitated by the regulation shall also be considered during the contractor's pricing for the works. This may include decontaminating the steel that has come into contact with asbestos-containing material.



Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

2.11.2 RAC will also be required to also provide temporary covering after removal of asbestos. As this is an operational gallery, the gallery shall remain closed and secure until the re-installation of sheeting may be carried out by others. The provisional sum will be provided for the contractor to propose a suitable interim measure that may be used.

2.11.3 The scope of work for this contract shall exclude any steelwork repairs and installation of new non-asbestos sheeting, as that will be executed by another contractor, which has already been appointed to the project. However, the interfacing between the two contractors shall be closely managed to minimize any possible conflicts and interruptions. The contractor shall be required, from time to time, to attend construction interface meetings to enable practical planning of the execution of works. Reasonable assumptions shall be made, and risk time allowances shall be factored in during the estimation of project duration and pricing of necessary time related preliminaries and general.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TP").**

## SECTION 2

### 3 Management and start up

#### 3.1 Management meetings

- 3.1.1 The meetings will be designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and unforeseen events for both Parties.
- 3.1.2 RAC attends management meetings at the Project Manager's request as set out above. At these meetings RAC presents all relevant data including safety, health and environmental issues, progress reports, quality issues, Subcontractor management reports, as may be required.
- 3.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the works. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the Project Manager
- 3.1.4 Regular meetings of a general nature may be convened as follows:

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk Reduction Meetings	As and when required (Following an Early Warning notification)	Ms Teams	The entire Employer's team, Supervisor and Contractor' appropriate key persons
Overall contract progress and feedback	Weekly on day and time agreed by Project Manager and Contractor	Ms Teams	Employer's team and Contractor's team
Construction Interface and planning meetings	Weekly, and as and when necessary	Site / Physical Meetings Ms Teams to be used if agreed by stakeholders.	All stakeholders (All project team members, Employer and Contractor, Operations management delegates
SHE meetings	As agreed by the relevant delegates	Site	Contractor SHE team, Employer's safety practitioner, Supervisor and other necessary delegates

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **3.2 Document Control**

3.2.1 All contract correspondence in the project shall be sent via Document control for the attention of the Project Manager or the necessary delegate. Wherever necessary, all hardcopy communication will be delivered to the Document Control office. However, in the event of urgent communication, electronic communication can be transmitted to the Project Manager directly and be followed up with an official submission to Document Control. The Document control email to be used for all Contractor to Employer correspondence is [RBayDocControl@transnet.net](mailto:RBayDocControl@transnet.net).

### **3.3 Safety and Risk Management**

3.3.1 The Occupational Health and Safety (OHS) Act of 1993 is the primary South African law that requires employers to ensure a safe and healthy working environment. The Asbestos Abatement Regulations of 2020, promulgated under the OHS Act, specify duties for managing and controlling asbestos in the workplace, including identifying asbestos-containing materials, developing management plans, and implementing strict safety measures for removal and disposal. The Occupational Health and Safety (OHS) Act of 1993 is the primary South African law that requires employers/ contractors to ensure a safe and healthy working environment. The Asbestos Abatement Regulations of 2020, promulgated under the OHS Act, specify duties for managing and controlling asbestos in the workplace, including identifying asbestos-containing materials, developing management plans, and implementing strict safety measures for removal and disposal.

3.3.2 Key Aspects of the OHS Act, 1993

3.3.2.1 General Duty:

- Employers/ Contractors must ensure a work environment that is safe and without risk to the health of their employees.

3.3.2.2 Risk Assessment:

- Employers/ Contractors are accountable for assessing risks to employees from asbestos at their place of work.

3.3.2.3 Policy and Procedures:

- The Act requires employers/ Contractors to establish and maintain health and safety policies and minimum standard

3.3.3 On Friday, 12 July 2024, GN. R.5042 of 2024 was published in *Government Gazette* No. 50930, in terms of which the Minister of Employment and Labour has, in terms of section 43 of the Occupational Health and Safety Act, 1993 made amendments to the Asbestos Abatement Regulations, 2020 ("*the Regulations*").

3.3.4 The notice amends regulation 24(f), by inserting an exception, to the provision that no person may use electrical power tools, such as angle grinders, or any other fast-moving equipment to

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

cut, grind or drill asbestos-containing material; *provided that slow-moving tools may only be used where the activity is part of asbestos-containing material removal for final disposal.*

- 3.3.5 The notice further amends regulation 24 with the addition of regulation 24(j), which now prohibits persons from making any installation or fitting on or onto asbestos-containing materials.
- 3.3.6 Further to the specifications in the Annexures stated below, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X- rays. (It may be that the workforce with Tuberculosis and/or Asthma may be precluded from working on this site due to the presence of chemicals or asbestos). These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the Contractor's account.
- 3.3.7 The Contractor's Health and Safety Plan must include all requirements as per asbestos regulations. The Health and Safety Plan must also include the Waste Management Plan for handling of asbestos material. The Contractor responsible for handling asbestos material must be an authorised asbestos contractor.
- 3.3.8 All container type site accommodation must be appropriately secured and tied down to prevent it from being blown over in strong wind.
- 3.3.9 The Contractor compiles the Contractor's Health and Safety Management Plan (CHSMP) in accordance with the provisions of Construction Regulation (2014) and submits to the Project Manager for approval. No work on site is permitted until the CHSMP is approved
- 3.3.10 The Contractor performs the works and all construction activities within the Site and Working Areas in accordance with the CHSMP
- 3.3.11 The Contractor will be required to submit SHE Compliance File (Safety, Health and Environmental) /as per the OHSAct of, 1993 (Act 85 of 1993) and its Construction Regulation 2014, as well as the Transnet Site Specification. Requirements of the Employer, if any, will be made known on award of the contract
- 3.3.12 The Contractor's SHE Compliance File/ Safety, Health and Environmental file index shall as a minimum consist of the following:

#### 3.3.16.1 Legal Appointments

- Letter of good standing with compensation fund
- Notification letter of asbestos construction work
- Appointments
- 37(2) Agreement

#### 3.3.16.2 Site layout

- Induction for employees and visitors

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- Construction site organogram
- Copy of toolbox talk
- Contractor's safety policy
- Health and safety plan (Incl. Asbestos handling procedures)
- Environmental management plan
- Fall protection Plan

**3.3.16.3 Method Statement**

- Risk assessments
- Incidents/accidents register and investigation report
- Emergency contact telephone numbers
- Emergency plan
- Site establishment
- Audits
- ID documents and medicals
- Site diary
- Vehicle access list

**3.3.13** The Contractor's Safety Health and Environmental Officer (CSHEO) shall submit daily, weekly and monthly reports and data as required by the CHSMP to the PSSM.

**3.3.14** The Contractor must comply and is responsible for ensuring that all of its Sub-Contractors comply with the relevant legislation(s) and statutory regulations for health and safety, which shall be entirely at the Contractor's cost and which shall be deemed to have been allowed for in the rates and prices the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

### **3.4 Environmental Constraints and Management**

**3.4.1** All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations as well acceptable environmental good practices. In addition, the Contractor is expected to comply with all applicable UMhlathuze Municipal bylaws.

**3.4.2** The following documents, included in Annexure of the Works Information, provide the minimum acceptable standards that shall be adhered to:

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

- Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- Contractor Environmental and Sustainability Specifications Guidelines (TRN-IMS-GRP-GDL-014.4). (CESSG)
- Standard Operating Procedure for Transnet Construction Environmental Management (009-TCC-CLO-SUS-11386) (SOP: CEM)
- Transnet Asbestos Management Procedure

3.4.3 The Contractor must comply with all the requirements of the SOP: CEM and CESSG as mentioned above. The above requirements shall be applicable to the main Contractor and its service providers.

3.4.4 The Contractor must sign the declaration of understanding as a commitment to abide with Transnet Environmental Governance Framework and Project Environmental Specification. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

3.4.5 The Contractor shall perform the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SOP: CEM and CESSG.

3.4.6 The SOP: CEM defines how environmental management will be practiced on construction projects under Transnet's management and to ensure that the environment is considered that negative impacts are avoided or minimised and positive impacts are enhanced. The SOP: CEM further describes the main roles and responsibilities of the project team with respect to Environmental Management. The CESSG describes the minimal requirements for environmental management to which the contractors must comply.

3.4.7 The Contractor contractor must appoint a fulltime Environmental Officer (EO)/ Safety, Health and Environmental (SHE) Officer to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO/SHE officer should have relevant environmental qualifications and experience, and this must be approved by TPT before commencement of work on site.

3.4.8 The Contractor will be required to submit an environmental file to TPT post award of tender. Requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.

3.4.9 The overarching obligations of the Contractor under the CESSG before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the Contractor to comply with the following:

- The Contractor shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statement will be prepared in accordance with the requirements set out in the CESSG. These method statements shall form part of the environmental file. The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

- Where required, one of the first actions to be undertaken by the Contractor shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.
- The Contractor must appoint the waste removal Service Providers as per the TPT list of waste removal Service Providers (included in the Annexures).

3.4.10 During the construction period, the Contractor complies with the following:

- A copy of the SOP: CEM and CESSG shall be available on Site, and the Contractor shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
- Method statements need to be compiled by the Contractor throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TPT Construction Manager and TPT Environmental Manager or Environmental Officer. Approval must be at least two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TPT Environmental Manager or Environmental Officer.
- Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.
- The Contractor shall be responsible for rehabilitating and or re-vegetating all areas to the satisfaction of the TPT Environmental Manager or Environmental Officer as detailed in the CESSG.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **3.5 Programme and Planning**

- 3.5.1 The Contractor's construction programme must be inclusive, but not limited to the following items:
- 3.5.2 Procurement and delivery of all long lead items necessary to Provide the works in line with the stipulations of the Employer's Works Information. Long lead items include but are not limited to; Plant, equipment, materials, and any other resources, as required to provide both temporary and permanent works.
- 3.5.3 Manufacturing and or Fabrication both on and off-site which may include but is not limited to; Plant, equipment, materials, and any other resources, as required to provide both temporary and permanent works.
- 3.5.4 Preparation and Approvals of Health & Safety, Environmental and Quality Documentation.
- 3.5.5 Approval of any applicable permits, permissions, and licenses, including inductions.
- 3.5.6 The Contractor's construction programme shall correspond with the Contractor's Method Statements, Quality Control Plans and Risk Assessments, as drafted in line with the Employer's stipulations.
- 3.5.7 The Contractor uses the latest version of MSP for his programme submissions, or similar approved software with the prior written consent of the Project Manager. If the Contractor will be using earlier or later versions of the software, the onus is on the Contractor to ensure that a conversion is done for the file to be compatible with MSP.
- 3.5.8 The Employer (including the agents of the Employer) operates on Site during dates or timings when the Contractor has completed certain elements of the works and/or during the contract period as stipulated in this Works Information.
- 3.5.9 Others operate on working area during dates or timings when the Contractor has completed certain elements of the works as stipulated in this Works Information
- 3.5.10 The Contractor's first programme submitted for acceptance shall be agreed during the pre-contract negotiation period, and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date).
- 3.5.11 The Contractor complies with the Employer's high-level programme when he submits his first programme for acceptance.
- 3.5.12 The Contractor presents his first programme for acceptance and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format.
- 3.5.13 The Contractor shows on his programme submitted for acceptance and all subsequently revised programmes, the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 3.5.14 The Contractor's programme shows duration of operations in working days as per the stipulated definition of the workdays and hours in the Employer's Works Information.
- 3.5.15 Each programme submitted by the Contractor to the Project Manager, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources) except for the Contractor's tender programme submission.
- 3.5.16 The Contractor shows on each programme he submits to the Project Manager, the requirements as listed in the NEC 3, ECC, Clause 31.2.



Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

3.5.17 The Contractor attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date); to agree and set-up including but not limited to - the first schedule for acceptance; monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.

3.5.18 The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor, including a spread sheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.

3.5.19 The Contractor's programme shows the following levels:

- Level 4 Project Schedule –detailed discipline/speciality level schedule decomposed to the appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
- A narrative status report, which includes but is not limited to status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas, manpower histograms, critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

### **3.6 Contract Change Management**

3.6.1 For ease of communication standard templates shall be used for contract change management. The Contractor forwards all correspondence with respect to contract change management, i.e. Early Warnings and notifications of Compensation Events, on the standard templates provided.

3.6.2 Records of Defined Cost, payments & assessments of compensation events kept by Contractor.

3.6.3 The Contractor keeps the following records available for the Project Manager to inspect:

- Records of design employee's location of work or professional engineers engaged by the Contractor.
- Records of people and Equipment within the working areas
- Records of Equipment used, and people employed outside the Working Areas
- Records of quotations, invoices and pay slips.

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

### **3.7 The Contractor's Invoices**

- 3.7.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer*'s procedure for invoice submission.
- 3.7.2 The invoice must correspond to the *Project Manager*'s assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 3.7.3 The invoice states the following:
  - Invoice addressed to Transnet SOC Ltd.
  - Transnet SOC Limited's VAT No: 4720103177.
  - Invoice number
  - The Contractor's VAT Number; and
  - The Contract number
- 3.7.4 The invoice is presented by email
  - For the attention of The Project Manager, Transnet Port Terminals



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

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

### 1. Description of the Site and its surroundings

#### 1.1. General description – Richards Bay Terminal

Richards Bay Terminal is located approximately 160km north-east of Durban in northern KwaZulu-Natal (KZN), close to the southern extremity of the Zululand Coastal Plain with the following coordinates: 28°47'08.8" S 32°02'18.2" E. The climate is subtropical with warm to hot summers with a relatively low diurnal temperature range. Mean maximum and minimum temperatures during summer (December, January, and February) are approximately 29°C and 21°C respectively. Winters (June, July, and August) are mild with mean maximum and minimum temperatures of approximately 23°C and 12°C respectively. Although the area is a summer rainfall region significant falls may occur at any time of the year. Wind directions are typically from the north-east or south-west throughout the year.

The contractor shall attend a site visit and acquaint himself with the nature of the services, the conditions under which the work is to be performed, and the means of access to the site, any limitations, or other authorities and in general with all matters that may influence or affect the contract.

The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.

The site location within the Port of Richards Bay and in operational area. Access is only granted with full PPE.



Transnet Port Terminal

Tender Number: TPT/2026/01/0024/858/RFP - ICLM RB 1081 TPT

**REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING SHEETING AT P-GALLERY AS A ONCE OFF SERVICE AT THE PORT OF RICHARDS BAY FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT").**

## 1.2. Site Establishment

During the constructions works, the contractor site establishment will be situated within the construction site.

The area and battery limits for the works are illustrated in the Areal image below. Aerial image shows the different stockpile area and the P-Gallery at the quayside.

