



Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF MAINTENANCE OF THE TOMATO HEAD AND THE REPAIR, RE-INSTALLATION, TESTING AND COMMISSIONING OF A RECLAMATION FLOATING LINE AT THE PORT OF RICHARDS BAY FOR FOUR (4) WEEKS

RFQ NUMBER	: TNPA/2025/10/0022/108309/RFQ
ISSUE DATE	: 16 October 2025
COMPULSORY BRIEFING	: 23 October 2025
CLOSING DATE	: 30 October 2025
CLOSING TIME	: 10h00
TENDER VALIDITY PERIOD	: 12 Weeks after closing date

PLEASE NOTE THE BELOW PRE-QUALIFICATION CRITERIA:

- **CIDB GRADING OF 3CE OR HIGHER AS A CIVIL ENGINEERING (CE) CONTRACTOR.**
- **CERTIFICATE/REGISTER OF COMPULSORY ATTENDANCE OF CLARIFICATION MEETING.**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use <u>Google Chrome to access Transnet link</u>) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority, Richards Bay Ski-Boat Club Alkantstrand, Meerensee Richards Bay on the 23 October 2025, at 11:00 for a period of $\pm$ 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00 on (30 October 2025) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders,

register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RF with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0022/108309/RFQ

Description of Services: : For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

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)

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS:0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data C2.1 Pricing Instructions C2.2 Pricing Schedule Part C3: Scope of work C3.1 Service Information
C.1.	The Employer's agent is: Name: Thoriso More Address: 10 Mahatma Gandhi Road,

Point, Durban,
South Africa, 4001

E – mail

TNPATENDERENQUIRIES@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit their tenders:

1. Stage One: Step 1 Test for Administrative Responsiveness and Test for Substantive Responsiveness

Administrative & Substantive responsiveness check
Whether the Bid has been lodged on time
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents
Verify if the Bid document has been duly signed by the authorised respondent
Whether any general and legislation qualification criteria set by Transnet, have been met
Whether the Bid materially complies with the scope and/or specification given
Whether the Bid contains a fully priced offer
- Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - Attendance at the compulsory clarification meeting - Submission of a signed and completed Form of Offer

Step 2: Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3CE 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:

- every member of the joint venture is registered with the CIDB;
- 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 **3CE 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

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

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

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.

2. Stage Two:

Step Three: Establishment of Final Weighted Score

Weighted score 100 - Price (80) Specific goals (20)

Step 3.1 Test for Market related pricing

Step 3.2 Evaluation of Price and Specific Goals

Step Four: Objective Criteria – Risk Assessment

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on the award of this tender to ascertain whether there will be a potential unacceptable risk to the employer which can't be mitigated satisfactorily prior to award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes and mitigations will be identified as part of this process. This done in keeping with the prescripts of CIDB Standard for Uniformity, Annexure C, Standard Conditions of Tender, C.3.13.

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

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.
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Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **TNPA/2025/10/0022/108309/RFQ** The Tender Description: **For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks**

Documents must be marked for the attention of: *Employer's Agent: Thoriso More*

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: **10:00** on the **30 October 2025**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

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 line with the code of good practice, more together with the tender.
3. A 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.
4. A valid CIDB certificate in the correct designated grading;
5. Proof of registration on the Central Supplier Database;

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

- C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 80/20 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,

Preference points for this bid shall be awarded for:

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Specific Goals = 20/10 points 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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Status Level of Contributor 1 or 2	10
EME or QSE 51% Black Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor Level 1 or Level 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned Entities	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters.
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia.

The tenderer:

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-18).
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2.14),
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

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- In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
 - Has no legal capacity to enter into the contract.
 - Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
 - Does not comply with the legal requirements, if any, stated in the tender data; and
 - Is not able to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes

- T2.2-01 **CIDB: Eligibility Criteria Schedule** - CIDB Grading Designation
- T2.2-02 **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

Returnable Schedules:

2.1.3 General:

- T2.2-03 Authority to submit tender
- T2.2-04 Record of addenda to tender documents
- T2.2-05 Letter of Good Standing
- T2.2-06 Risk Elements
- T2.2-07 Availability of equipment and other resources
- T2.2-08 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

- T2.2-09: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-10 Non-Disclosure Agreement
- T2.2-11 RFQ Declaration Form
- T2.2-12 RFQ – Breach of Law
- T2.2-13 Certificate of Acquaintance with Tender Document
- T2.2-14 Service Provider Integrity Pact
- T2.2-15 Supplier Code of Conduct
- T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-17 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

2.1.4 Insurance:

T2.2-18 Insurance provided by the Contractor

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data Part Two (Data by Contractor)

2.5 C2.1 Pricing Instructions

2.6 C2.2 Activity Schedule

2.7 C3.1 Scope of Work: Service Information

T2.2-01: 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.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3CE or Higher** class of construction works, 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 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 **3CE or Higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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Description of Services: : For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

T2.2-02: Eligibility Criteria Schedule:**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company
Name/Member of
Joint Venture)Represented
by:(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority Richards Bay Ski-Boat Club Alkantstrand, Meerensee Richards Bay 3900	
On (date)		Starting time: 11:00

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-03 Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-04: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
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4		
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10		
11		
12		
13		
14		
15		



T2.2-05 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:

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.....
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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.

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

[illegible]

Part T2: Returnable Schedules
T2.2-06: Risk Elements

[illegible]

T2.2-08: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	

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Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

T2.2-09 : 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

Name	Identity number	Personal income tax number

* 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: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

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

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

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

Signed

Date

Name

Position

Enterprise
name

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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

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;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	(20)
B-BBEE Status Level of Contributor Level 1 or Level 2	10
EME or QSE 51% Black Owned Entities	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured

entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-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 defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where:

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor Level 1 or Level 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the

¹ 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.

contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: Level 1 or Level 2 = (maximum of 10 points)

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

- ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional Service provider
 - ☐ Other Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, 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:

BIDDER'S DISCLOSURE

SBD 4

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 interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

² 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.

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:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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

³ 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.

- particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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



T2.2-10 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed

minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential

Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

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

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

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

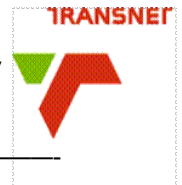
- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof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

9. GENERAL

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



Signed	Date
Name	Position
Tenderer	



T2.2-11: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

—

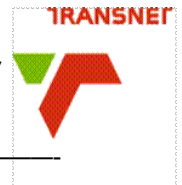
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—

Indicate nature of relationship with Transnet:

—

—



—

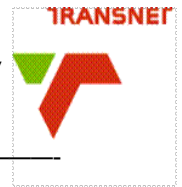
—

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

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

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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



IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-12: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-13 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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 RFP. 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 or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same 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:
 - 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 _____ 20____

SIGNATURE OF TENDERER

T2.2-14 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFQ 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.

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.
- 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 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.
- 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:

- 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.
- 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 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;
- 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.

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 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.

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.

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.



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

Signature

Date

T2.2-15: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-16 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 (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any

personal information and the information of a third party to any third party without prior written consent from Transnet.

- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

NO	
----	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2025

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: _____

T2.2-17 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.

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

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

Description of Services: For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

T2.2-18 : 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.

Insurance against (See clause 84.2 of the Supply Contract)	Name of Insurance Company	Cover	Premium
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.			
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			
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			
(Other)			

1 April 2025

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION:	Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO:	4720103177
THE INSURED'S COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office)	Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided :	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer :	Mirabilis (Santam Limited)
Policy Number :	MZAR35023-CAR
The Contract Site :	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits :	The Republic of South Africa.
Additional Co-Insureds:	
The Contractor:	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors:	All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:
Insured Contracts :**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities.
- "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not

apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions. ☐ fines, penalties, punitive and exemplary damages.
 - Pollution unless caused by a sudden, unintended and unexpected occurrence.
 - cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
 - the hazardous nature of asbestos.
 - War And Terrorism Risks.
 - Nuclear Risks.
 - Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
-
- Compulsory Insurance
 - Loss or damage and any consequence therefrom to any Data. •
 - Sanctions Exclusion ☐ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

Authorised Financial Services Provider
Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

C1.1 Form of Offer & Acceptance

Offer

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

For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

The tenderer, identified in the Offer signature block, has 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.

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	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(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

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0022/108309/RFQ

Description of Services: For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

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: Service 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 of award.

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.

Transnet National Ports Authority

Tender Number: TNPA/2025/10/0022/108309/RFQ

Description of Services: For the Provision of Maintenance of the Tomato Head and the Repair, Re-installation, Testing and Commissioning of a Reclamation Floating Line at the Port of Richards Bay for Four (4) Weeks

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Transnet SOC Ltd trading as
Transnet National Ports Authority
10 Mahatma Gandhi
Point
Durban 4001

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		

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 <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation) _____	Transnet SOC Ltd trading as Transnet National Ports Authority 10 Mahatma Gandhi Point Durban 4001
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

Address

Registered address:

**Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000**

Having elected its Contractual
Address for the purposes of this
contract as:

**Transnet National Ports Authority (TNPA)
10 Mahatma Gandhi Road
Port of Durban
4001**

10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	
	Tel	
	e-mail	tnpatenderenquiriesdrg@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	FOR THE PROVISION OF MAINTENANCE OF THE TOMATO HEAD AND THE REPAIR, RE- INSTALLATION, TESTING AND COMMISSIONING OF A RECLAMATION FLOATING LINE AT THE PORT OF RICHARDS BAY FOR FOUR (4) WEEKS
11.2(14)	The following matters will be included in the Risk Register	Generic risk assessment or risk assessment with activities not all associated with the project to be undertaken
11.2(15)	The <i>boundaries of the site</i> are	
11.2(16)	The Site Information is in	Part C3
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks

2	The <i>Contractor's</i> responsibilities	main	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		Within One (1) Month from date of Purchase order
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within		1 week of the Contract Date.
31.2	The <i>starting date</i> is		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than		2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is		12 (Twelve) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is		One (1) week
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the		25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the		South African Rand.
51.2	The period within which payments are made is		Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is		the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,		the cumulative rainfall (mm) 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: n/a

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:

Richards Bay, Kwazulu-Natal

and which are available from:

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability

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

84.1

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**

5 The insurance coverage referred to in 1, 2, 3, 4, and 5 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*.

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

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

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:

Principal Controlled Insurance policy for Contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity	No additional data is required for this Option.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban , South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R5000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil The deductible of the relevant insurance policy
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The cost of correcting the Defect
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The Total of the Prices
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:	2 years after Completion of the whole of the works
X18.5	The <i>end of liability date</i> is	

Z ***Additional conditions of contract are:***

Z3.2	Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
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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)

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.**

Z6	Additional Clause Relating to Collusion in the Construction Industry
Z6.1	The contract award is made without prejudice to any rights the <i>Employer</i> 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 <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in	C2.2		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		

63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	3

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified and defined terms

- 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* 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 *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor'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.

-
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
 - 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
 - 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
 - 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1.	Disconnection Separate the tomato ball from the reclaim line sink hose	Lump Sum	1		
2.	Transportation - Transport of reclaim line sink hose to supplier's workshop - Transport back the repaired reclaim line sink hose from workshop to site	Trip	2		
3.	Repairs Workshop repairs of the sink hose (labour & materials).	Lump Sum	1		
4.	Servicing Servicing of tomato ball	Lump Sum	1		
5.	On-site Assembling Assemble of tomato ball and sink hose couplings/flanges	Lump Sum	1		
6.	Removal - Removal of the existing floating line. Include provision of the $\geq 100T$ crane, and rigging for lifting, placing the removed Tomato Ball and Sink Hose within 300m radius - Equipment for pulling the floating line once lifted	Lump Sum Lump Sum	1 1		
7.	Installation Installation of the serviced floating line. Include provision of the $\geq 100T$ crane & rigging	Lump Sum	1		

	for lifting.				
8.	Miscellaneous: Supply of new bolts and nuts for installation (line connections) M24 x 175 Per connection (To be verified on site)	EACH	48		
TOTAL PRICE, excluding VAT:					
Total Price to be carried over to the Form of Offer & Acceptance					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's</i> Works Information	31
Annexure A	Health, Safety and Environmental Specification	12
Annexure B	Pictures of Dredging Floating Line	1
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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

The Port of Richards Bay requires the services of a *Contractor* for the Refurbish, Repair and Re-installation of Dredging Reclamation Floating Line Pipe located at Reclaim Berth at Port of Richards Bay.

The works should comply with the OSH Act (1993) and Construction Regulations (2014) including Port Health, Safety and Environmental Regulations and any other applicable standards as may be required.

Furthermore, includes 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 true meaning and intent of the Contract.

1.1.1 Description of the works.

The works that the *Contractor* is to perform involves, inter alia, the following:

Scope of Work:

a. Removal and lifting (Alkan strand)

- Provide a minimum of **100T crane**, certified rigging equipment and equipment for pulling out the floating line.
- Safely lift and remove the tomato ball and reclaim line sink hose from the reclaim line
- Safely disconnect hose couplings/flanges and remove the sink hose
- Disconnect all couplings, flanges, and securing mechanisms in accordance with site safety protocols
- Ensure minimal environmental impact during removal.

b. Transportation

- Transport the hose from site to the supplier's workshop using a secure and compliant method.
- Ensure load securing and compliance to transport permits (National Road Traffic Act requirements) if required.

Workshop Repair

- Remove the hose to confirm the extent of damage.
- Conduct repair in line with OEM/manufacture specifications.
- Perform workshop testing (hydrostatic pressure/structural integrity), to OEM specification of pressure rating.
- Provide a repair and test certificate on completion.

**c. Serving of the Tomato Ball**

- Sand blasting and cleaning of all barnacles (including chain, shackles, and swivel ball "tomato ball") and change if required,
- Undo the swivel from the "Red tomato head",
- Split the swivel, inspect the faces, and clean,
- Clean all - grease line and nipples,
- Grease all sections around swivel,
- Cut the wire at the damaged thimble and renew (if required),
- Bolts to be renewed as required (cut, supply and fit),
- Replace damaged shackles based on inspection and assessment per agreement with project manager.
- Site barricade and prevention of public access during execution of the works

d. Sink Hose Repairs/Maintenance

- Conduct condition assessment to identify torn surfaces.
- Sink hose made predominantly of rubber material. Cut out, replace, or conduct a patch repair to the damaged surfaces. Ensure secure fit.
- Repair the rest of the surfaces with bad condition, based on visual inspection, whilst ensuring secure fit.
- Ensure good material contact stiffness on repaired surfaces.
- Conduct a hydrostatic pressure test to OEM specification pressure rating.
- Provide a pressure test certificate to the TNPA Dredging Services Project Manager.
- Service providers are free to employ any preferred method to repairs (i.e. vulcanisation, cold curing, patch repair, splicing, etc.), however, good contact stiffness and secure fit should be ensured, to ascertain a successful hydraustatic pressure testing.

**e. Reinstallation**

- Transport the repaired hose back to site (Alkan strand).
- Provide a minimum of 100T crane and rigging crew for reinstallation.
- Connect and couple the (new) sink hose to the refurbished pipe section.
- Place the pipe back in the water with (new) maintained components i.e., chains, seals, reclaim ball, flanges, bolts, etc.

f. Testing and Commissioning

- Connecting to the dredge coupling
- for water leaks,
- flange tightness and leaks,
- marine protection paint.

GENERAL REQUIREMENTS

- The Service provider must have a proven track record of providing a similar service.
- All lifting, rigging, and transport equipment must be certified and fit for purpose.
- The supplier must submit a method statement and risk assessment for approval prior to commencement.
- All activities must be performed in compliance with Transnet National Ports Authority (TNPA) SHE policies.
- It is mandatory to attend the site brief meeting should the service provider show interest to submit and tender for this service.
- Supply of the plant will be from the service providers' cost
- The contractor to be awarded will be paid on completion of work via confirmation letter to the satisfaction of the project manager
- Bill of quantities will be provided, and additional items not mentioned on the BOQ are acceptable subject to approval by Transnet project manager.
- The commencement date for this project must be indicated on the method statement and confirmed by the TNPA project manager.

- The proposed start date for the project must be a week or less post the award (issuing of PO) of service contractor, unless advised otherwise by Transnet project manager.

Handover:

- The project will be deemed as completed once testing and commissioning has been completed. The warranty clause will then effect if required.

1.2 *Employer's objectives.*

The *Employer's* objective is to employ service provider for the he Refurbish, Repair and Re-installation of Dredging Reclamation Floating Line Pipe located at Reclaim Berth at Port of Richards Bay. This project must be executed within the estimated project duration, budget and scope whilst maintaining the highest quality and safety standards with none or minimal disruptions to existing Port operations *Employer's* commitment to safe and Zero Harm working environment must be always maintained.

1.3 Interpretation and terminology.

Word or phrase	Interpretation
Accepted by (or to the satisfaction of) the <i>Project Manager</i> , Engineer, or the Architect.	Accepted by the <i>Project Manager</i> or the <i>Supervisor</i> .
A duty, procedure, decision or action of the Engineer or the Architect and of the Superintendent, client representative, Site <i>Supervisor</i> or Clerk of Works.	An action of the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2.

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
AIA	Authorized Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
EMP	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 Health and Safety Management Plan
CONTRACTOR	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
ISPS	International Ship and Port Security
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
EMP	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
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
QC	Quality Control
CQA	Contractor's Quality Assurance
QCONTRACTOR	Quality Control Manager
R&D	Research and Development
SANS	South African National Standards
SABS	South African Bureau of Standards
SASRIA	South African Special Risks Insurance Association
EMP	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
PPE	Personal Protective Equipment
HSSE	Health, Safety, Security and Environmental
NRS	National Regulatory Standard
NEC3 ECC	NEC3 Engineering and Construction Contract
SAPS	South African Police Services

SAT	Site Acceptance Tests
SSA	State Security Agency
HSMP	Health and Safety Management Plan
IP66	Ingress Protection rating for harsh conditions (dust tight, water jet tight)

2 Engineering and the *Contractor's* design

2.1 *Employer's* design.

2.1.1 The *Employer's* design for the works can alter if the *Contractor's* suggestions are being approved by the *Project Manager*. The *Project Manager* will provide the *Contractor* with all relevant as-built drawing required to do work.

All work done is to be undertaken accordingly as per the following:

- Works Information and all Annexures thereto.
- Technical Specifications, including *Employer's* Specification and Project Particular Specifications.
- Relevant sections of and Variations to the Standardized Specifications (SANS1200).

2.2 Parts of the works which the *Contractor* is to design.

2.2.1 The *Contractor* is to design the following parts of the works:

- Required temporary works for executing of the project shall be removed from the Site on Completion of the works. These temporary works shall include site establishment and all construction power, water, sewer, and compressed air required to execute the entire project scope.

2.3 Review and Acceptance of *Contractor* Documentation.

2.3.1 The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

2.3.2 The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all contract references, i.e. Project Name, Project No., Contract No., etc. as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

3 Construction.

3.1 Temporary works, Site services & construction constraints.

3.1.1 *Employer's* Site entry and security control, permits, and Site regulations.

3.1.1.1 The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits

and Site regulations. The *Employer* provides coded ID cards to all *Contractors'* employees for access/egress of personnel, plant, material, and equipment within the Site boundaries.

3.1.1.2 Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility". The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.

3.1.1.3 The *Contractor* must ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery, or equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

3.1.2.1 The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees always observe the security rules of the *Employer* and must not permit any person who is not directly associated with the work from entering the premises.

3.1.2.2 The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.

3.1.2.3 The *Contractor* shall ensure the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction, and control of traffic.

3.1.3 Restrictions to access on Site, roads, walkways, and barricades.

3.1.3.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organizes his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- The *Contractor* ensures that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the *Project Manager*.

- The *Contractor* ensures that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
- All *Contractor's* personnel working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

3.1.4 The *Contractor* complies with the following road safety regulations requirements of the *Employer*.

3.1.4.1 Access to the works for *Contractor's* personnel must be through the Port entrances. Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to allow safe use of the road areas at all times. No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.

3.1.4.2 The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

3.1.5 People restrictions on Site; hours of work, conduct and records.

3.1.5.1 There is a permit card access system to enter the Port Area. The *Project Manager* on behalf of the *Employer* will arrange the required access permits and issue them to the *Contractor* free of charge.

3.1.5.2 The *Contractor* keeps daily records of his personnel engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site.

3.1.6.1 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the *Contractor* shall apply in writing and obtain approval from the *Project Manager / Employer*.

3.1.7 Health and Safety facilities on Site.

3.1.7.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.

3.1.7.2 In the event of fire on work site, the *Contractor* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the

- 3.1.7.3 *Contractor's* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- 3.1.7.4 The *Contractor* must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- 3.1.7.5 The *Contractor* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.
- 3.1.7.6 All Occupational Health and Safety Act and Construction Regulations pertaining to the work being carried out must be adhered to. The *Contractor's* employees must at all times be supervised by a Competent Supervisor appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The *Project Manager* reserves the right to judge the competence of the appointed Supervisor for the task being performed before and during the progress of the work.
- 3.1.7.7 The *Contractor* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.
- 3.1.7.8 All *Contractor's* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.
- 3.1.8 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.
- 3.1.8.1 The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible, therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimize disruptions to all parties. In the event of conflict between *Contractors* wishing to work in the same area simultaneously, the *Project Manager* must decide the issue based on all the relevant information available at the time of conflict. Alternative site routes for emergency vehicles must be discussed with the *Project Manager* during the compulsory meeting.
- 3.1.8.2 The Contractor provides a three (3) nameboards as per drawing provided. The sites will be identified and instructed by the Project Manager.

- 3.1.8.3 The nameboard/s must be erected within a month of the commencement date of the contract and must be placed at the positions indicated by the *Project Manager*. Any damage to these boards must be repaired within fourteen days of a written instruction issued by the *Project Manager*. No payment must be made in terms of the contract prior to the erection of the name board.
- 3.1.8.4 The *contractor* must compile a health and safety file which include a COVID-19 plan.
- 3.1.9 Environmental controls, fauna & flora, dealing with objects of historical interest.
- 3.1.9.1 The *Contractor* must take particular note of the environmental requirements contained in the *Employer's* Construction Environmental Management Plan.
- 3.1.9.2 The *Contractor* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Contractor's* expense.
- 3.1.9.3 Storage and stockpiling areas for materials adjacent to the works must be discussed and agreed to with the *Project Manager* on behalf of the *Employer* at the kick-off meeting. Excess material from excavations and waste material must only be spoiled at sites that have been approved by the *Project Manager*. No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.
- 3.1.9.4 Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste service provider.
- 3.1.9.5 The *Contractor* has no title to all materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
- 3.1.9.6 The *Contractor* must comply with the *Employer* EMP in the construction of the works. Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

ENVIRONMENTAL REQUIREMENTS.

Environmental Management Plan (EMP) must be submitted by the *Contractor* two weeks prior to the start of work and must be kept on site at all times.

EMP must include:

- Introduction and Company Profile (Outline what the company is about and what activity it intends to do).
- Policy: Environmental policy statement of commitment.
- Roles and Responsibilities, i.e. identify and describe responsibilities for environmental management and reporting including contact details.
- Environmental Awareness and Training, i.e. briefly describe what training initiatives and programs are in place to ensure staff members are aware of the environmental responsibilities.
- Operational activities, these must be site specific and must relate to one or more of the following:
 - Waste minimization and management
 - Water pollution
 - Emergency situations
- Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

WASTE MANAGEMENT

Waste is bound to be generated during the construction of this project, the *Contractor* must:

- Make provision of properly labelled waste receptacles, i.e. hazardous waste, recycled waste etc.
- Disposable waste material must be taken to a permitted landfill site by the qualified waste management company that has Transnet waste disposal license.
- If the waste is contaminated or hazardous it must be taken by Hazardous Waste Management Company to the appropriate dumping site. The *Contractor* must submit proof of correct disposal to the *Project Manager*.
- *Contractor* must ensure that high level of housekeeping is maintained at all times and the site is kept tidy daily.
- *Contractor* must comply with all legal and other environmental requirements including the specification.

3.1.10 Title to Materials from demolition and excavation.

3.1.10.1 The *Contractor* has no title to all materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager*

must instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

3.1.11 Cooperating with and obtaining acceptance of others.

3.1.11.1 The *Employer* shall from time to time appoint an Agent(s) or other *Contractor(s)* to act on his behalf during the entire contract duration and the *Contractor* must cooperate in accepting instructions when required.

3.1.11.2 The *Employer* shall from time to time appoint other *Contractor(s)* to act on his behalf during the entire contract duration, the *Contractor* must ensure cooperation in the execution of various packages as and when required.

3.1.12 Publicity and Progress Photographs.

3.1.12.1 The *Contractor* must not advertise the Contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.12.2 The *Contractor* must obtain the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

3.1.12.3 The *Contractor* must provide a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report.

3.1.13 *Contractor's* Equipment.

3.1.13.1 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.13.2 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*.

3.1.13.3 The *Contractor* shall ensure that all Equipment is in a satisfactory mechanical condition for the duration of the contract. No additional payments will be made for the establishment of additional Equipment as it will deemed to have been included in the *Contractor's* tender rates.

3.1.13.4 All Equipment arriving on Site shall be inspected by a Competent Person from the *Contractor* prior to arrival on Site who shall certify that the Equipment is in a satisfactory condition. In particular, all hoses, pumps, connections and other items associated with any fluid (oil, hydraulic fluid etc.) shall be inspected and any items in a poor condition shall be replaced with new items. This is to prevent uncontrolled fluid loss due to failure of hoses or clamps. Inspection sheets for all equipment to be maintained in an Equipment Inspection File.

3.1.14 Equipment provided by the *Employer*.

3.1.14.1 No Equipment shall be provided by the *Employer*.

3.1.15 Site services and facilities.

3.1.15.1 For the duration of the Contract, the *Employer* shall provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops and other *Contractor's* Equipment.

3.1.15.2 The *Contractor* shall provide everything else necessary for providing the Works.

3.1.16 The *Employer* provides the following facilities for the *Contractor*:

3.1.16.1 The *Contractor* must provide the following connections to services within the Site for *Contractor's* use:

- Isolation valve (50mm) and water meter (for monitoring) of construction Potable Water.
- Circuit breaker for construction power at 380 Volts, 3-Phase and Neutral, 50 Hz.
- The *Contractor* must provide a connection to the *Employer's* water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.

3.1.17 Facilities provided by the *Contractor*:

3.1.17.1 The *Contractor* must provide facilities for the *Project Manager* and *Supervisor* including the *Contractor's* personnel.

3.1.17.2 The *Contractor* must ensure that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted and has a suitable security fence, lighting and the necessary access control gates.

3.1.17.3 All costs for preparation of the site establishment area are for the *Contractor's* account and should be adequately catered for in the Preliminary and General items.

3.1.17.4 The *Contractor* must submit details of the layout of his site establishment to the *Project Manager* for acceptance.

3.1.17.5 The *Contractor* must install a metering device, accepted by the *Project Manager*, immediately downstream of the *Employer's* connections from where he draws services. The *Contractor* must provide the *Project Manager* details of his monthly consumption of potable water and power.

- 3.1.17.6 The *Contractor* is responsible for his own connection to the Employer's services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.
- 3.1.17.7 The *Contractor* must provide the *Project Manager* with a Certificate of Compliance (COC), by an Accredited Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* must only make construction power available upon receipt of the COC.
- 3.1.17.8 The Construction Manager (or his nominated representative) must conduct routine inspections of the Contractor's construction power reticulation and power tools. If found to be un-safe and/or
- 3.1.17.9 non-compliant with statutory requirements, the electrical power supply must be disconnected until the Contractor rectifies all defaults.
- 3.1.17.10 The *Contractor* must provide, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- 3.1.17.11 The *Contractor* must provide temporary lighting and fencing around every section occupied by him/her during the phased construction of the works. Such fencing must demarcate and secure the construction area. The fencing must be erected before any work starts and is removed only upon completion of the work in that area.
- 3.1.17.12 The *Contractor* must include for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- 3.1.17.13 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, etc., within the Working Areas, then the *Contractor* must make good and provide full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.17.14 Upon completion and within one month of the date of acceptance of the works, the *Contractor* must completely remove from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him and leave the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- 3.1.17.15 No excess or discarded materials or Equipment must be buried or dumped within the port boundary.
- 3.1.17.16 Demolition of all temporary structures surfaces etc. must be first approved by the *Project Manager* prior to the work being carried out.
- 3.1.17.17 The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* must provide the same and indemnifies and holds indemnified the *Project Manager* and

Employer against any claims and actions that may arise out of Site and Working Area security.

3.1.17.18 No housing is available for the *Contractor's* employees. The *Contractor* must make his own arrangements to house his employees and transport them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.

3.1.17.19 Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* must make good and provide fully reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.17.20 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.18 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the Works remains the responsibility of the *Contractor*.

3.1.18 Existing premises, inspection of adjoining properties and checking work of Others.

3.1.18.1 The *Contractor* inspects and surveys the buildings/premises/facilities/various work sites in order to establish the existing conditions and state of repair prior to construction with the *Project Manager*. *Contractor* must take photos of before and after construction and keep records for submission to *Project Manager* whenever the need arises. All these records must be submitted to the *Project Manager* at completion of the project, this shall be deemed to have been included in the relevant rates, i.e. as built-information.

3.1.19 Survey control and setting out of the works

3.1.19.1 Setting out of the works and survey control is based on Hartebeeshoek 94 (WGS 84 Ellipsoid) co-ordinate system. Levels are given relative to mean sea level.

3.1.19.2 The *Project Manager* shall provide benchmarks and survey control points to the *Contractor*.

3.1.19.3 The in-survey must be carried out in collaboration with the *Supervisor*, on a 5m grid, with levels generally taken at right angles to the longest length of the area being surveyed. Relevant features, such as existing services and identification of ground survey control stations are also determined.

3.1.19.4 On completion of construction (or profiling of the relevant area) to the required tolerances, the *Contractor* must provide the out-survey, which records the final levels on a drawing, for acceptance by the *Project Manager*.

3.1.19.5 The *Contractor* must sign the in-survey and out-survey and furnish copies in accordance with the CDS to the *Project Manager* for record purposes.

3.1.20 Excavations and associated water control

- 3.1.20.1 The *Contractor* must protect all excavations against any water ingress whether by seepage, rains, storms, floods, or any other means at own cost.
- 3.1.20.2 The *Contractor* must immediately remove any water found in the excavation by pumping and provide all necessary Equipment (pumps, pipes, etc.) to do so. Water must be cleared in such a way that it cannot seep or flow back into the excavations.
- 3.1.20.3 Probability of Asbestos Contamination in Excavations:
- The *Contractor* must ensure his personnel are equipped with the necessary PPE and trained to recognize asbestos contamination.
 - On encountering asbestos contamination, the *Contractor* must immediately stop all work in the affected area, summon the *Supervisor* and secure the area.
 - The *Supervisor* must arrange for a specialist waste disposal *Contractor* to collect, bag, remove and dispose the contaminated material from the excavation.
 - The *Contractor* must continue with the excavation of bulk earthworks on receipt of a written instruction from the *Supervisor*.
- 3.1.21 Underground services, other existing services, cable, and pipe trenches and covers.
- 3.1.21.1 As a guide only, the *Project Manager* must provide the *Contractor* with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the works.
- 3.1.21.2 The *Contractor* must establish the location of the various existing services situated within the Site and Working Areas and record all such information on marked-up drawing(s) which remain available for reference at all times.
- 3.1.21.3 The *Contractor* shall make every effort to carefully locate all services, whether known or unknown, prior to beginning any works and shall make the necessary arrangements for protection or isolation thereof as necessary. On recovering new services, the *Contractor* must mark them on the drawings and these will become known services.
- 3.1.21.4 The *Contractor* must exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* must accordingly consult the *Project Manager* prior to undertaking any excavation work.
- 3.1.21.5 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, the Contractor will be held liable for any claims arising out of damage caused by such excavation.

3.1.21.6 Where the *Contractor* encounters existing services (e.g. underground services/existing services cables/water and sewer pipes/manholes/stormwater pipes), the Contractor undertakes the following:

- Notify the *Project Manager* and Port Engineer's Office immediately.
- Treat all systems as live, wait for the instruction from *Project Manager*.
- Provide adequate support and or protection to the service(s).
- Mark up and describe the service(s) on a site plan for record purposes.

3.1.22 Control of noise, dust, water and waste.

3.1.22.1 Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* must submit his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

3.1.23 Sequences of construction or installation.

3.1.23.1 The proposed general sequencing of the works is as follows:

- Submit and obtain approval of the works and equipment from *Employer* (Project File).
- Obtain Site Access.
- Inspect and determine the quantity of work to be done.
- Prepare and corrosion protect all Steel.
- Manufacture and deliver to site materials.
- Check Quality Control and Issue Warranty of Corrosion Protection system

3.1.24 Giving notice of work to be covered up.

3.1.24.1 The *Contractor* must notify the *Supervisor/Project Manager* in writing of any elements of the works which are to be covered up. This notification must be given in no less than 24 (twenty-four) hours prior to the proposed covering up.

3.1.25 Hook ups to existing works.

3.1.25.1 Every effort will be made to programme the work so that the progress on this contract is not adversely affected by other activities and *Contractors* on site. Only in exceptional circumstances will the *Project Manager* entertain the compensation for standing time or delays

3.2 Completion, testing, commissioning and correction of Defects

The work to be done by the Completion Date

3.2.1 On or before the Completion Date the *Contractor* must have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in

any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

3.2.2 The *Contractor* is permitted to carry out the following works after Completion

The Only snag list and rectification of defects identified during retention phase and maintenance period for hot dip galvanizing and/or corrosion protection.

3.2.3 Use of the works before Completion has been certified.

3.2.3.1 None.

3.2.4 Materials facilities and samples for tests and inspections

Not applicable.

3.2.5 The *Contractor* provides the following commissioning activities to bring the works in use in liaison with the *Employer*:

3.2.5.1 The *Contractor* must ensure that all the works specified on the *Employer's* Works Information is completed, functional to bring the works in use for its intended purpose and required documentation on completion is submitted to the *Project Manager*.

3.2.6 Access given by the *Employer* for correction of Defects

3.2.6.1 The *Project Manager* shall arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works which has been taken over which needs rectification of a Defect.

3.2.7 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

- Safety induction and access control as determined by the *Employer*.
- Safety, access control and work procedures as determined by the *Employer*.
- Safety, access control and work procedures as determined by the *Employer*.
- Access must be arranged with the *Project Manager* three (03) days prior to the planned access date.

3.2.7.1 The *Contractor* facilitates the following requirements for training workshops after Completion for the works in use:

3.2.7.2 The *Contractor* must train *Employer's* personnel on the operation of the automated gates.

3.2.8 The *Contractor* performs the following operational maintenance in relation to the works after Completion:

3.2.8.1 The *Contractor* will be liable to maintain the entire system during the full warranty period for the various components to the system from the date of acceptance. All equipment shall be guaranteed for a period not less than twelve (12) months from the date of acceptance from the *Project*

- 3.2.8.2 Manager. The guarantee shall cover all parts, labour, traveling and accommodation costs. Component manufactures' warranty will not be solely acceptable. The guarantee shall cover latent defects in components and manufacture, or incorrect installation of equipment but excludes breakages, misuse, abuse and neglect of any equipment.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1 The *Contractor* carries out the following investigations, i.e. existing facilities, services, servitudes at the Site before commencing with the works.

4.2 Civil Engineering and Structural Works

- 4.2.1 In interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 1.1.1 of the *Employer's* Works Information and specific statements contained elsewhere in C3 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.
- 4.2.3 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "*Employer*" is used, read "*Employer*";
- Where the word or expression "*Contractor*" is used, read "*Contractor*";
- Where the word or expression "*Engineer*" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.2.4 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information.

."Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.2.5 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.2.6 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety.

Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.2.7 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.2.8 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.2.9 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.2.10 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.2.11 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.2.12 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the conditions of contract.

4.2.13 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.2.14 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3 Electrical & mechanical engineering works

4.3.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then

where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as "Plant" for ECC defined term compliance.

SECTION 2

5 Management and start up

5.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract Progress and feedback.	Monthly on a day and time mutually to be agreed.	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager</i> , including relevant stakeholder's as may be deemed relevant
Contract register Risk and Compensation Events	Fortnightly on a day and time mutually to be agreed.	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager</i> , including relevant stakeholder's as may be deemed relevant
Site Inspections and quantity measurements	Ad hoc	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager</i> , including other stakeholder's as may be deemed relevant
<i>Contractor</i> Safety Meetings.	Fortnightly with <i>Contractors</i> . Day and time to be agreed.	Port of Richards Bay	<i>CONTRACTOR</i> (Optional), TNPA Safety Advisors and <i>Contractor</i> Safety Officers and <i>Contractor</i> Management / Supervision.
Safety, Health and Environment Induction Training.	Once off Induction programme prior to commencing any work on site and each time for a new start.	Port of Richards Bay	<i>Employer, Contractor</i> (all personnel to work on site), <i>Supervisor, Project Manager</i> , including other stakeholder's as may be deemed relevant

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

5.2 Documentation Control

- The document control should be done by means A4 triplicate site diaries and site instructions.
- The following reporting documents shall be provided by the *Contractor*:
 - A site diary reflecting daily labour, plant and material information.
 - A detailed construction and resource schedule to be provided by the *Contractor*.
 - A daily progress report containing:
 - Executive summary (typical one to two paragraphs)
 - Performances to date
 - Problems experienced
 - Corrective actions
 - Priorities for the next week

5.3 Safety risk management

- 5.3.1 The *Contractor* complies with the Occupational Health and Safety Act, 85 of 1993 and Regulations together with Health and Safety requirements contained in the Employer Health and Safety Project Specifications attached hereto as Annexure B of this Works Information:
- 5.3.2 The *Contractor* must perform the works having due regard to the SHE specification.
- 5.3.3 No alcohol is permitted on Site and within TNPA property. The *Employer* has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.
- 5.3.4 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the She specification.
- Although not limited to, the following PPE is the minimum requirement:
 - Hard hat
 - Safety boots with steel toe cap
 - High visibility reflective vests
 - Safety glasses
 - Any other job specific PPE required.
- 5.3.5 The *Contractor* shall provide transport for personnel in a safe manner. Transportation in the back of a light delivery vehicle is prohibited. The *Contractor* may transport workforce by means of buses to the respective areas of work. There is no additional payment for this and shall be deemed to have been included in the tendered rates.

5.3.6 The *Contractor* must adhere to the following COVID-19 measures in place on site for his employees and visitors at all times

- Hand sanitizers readily available
- *Contractor's* personnel and visitors register
- Employees to wear mask
- Temperature scanner

5.4 Environmental constraints and management

5.4.1 The *Contractor* complies with the following as per the EMP TNPA Port of Richards Bay Specification, attached hereto as Employer EMP Specification.

The *Contractor* performs 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 EMP.

The EMP describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The overarching obligations of the *Contractor* under the EMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the *Project Manager* and to comply with the following:

Where relevant, method statements, as detailed in the EMP shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refueling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species

- Removal and stockpiling of topsoil
- Rodent and EMP control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the 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 Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the *CONTRACTOR* within 14 days after the Contract Date.

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 plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

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

A copy of the EMP shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractor and their staff) as well as suppliers are familiar with and understand the specifications contained in the EMP.

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days 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 *Project Manager*.

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 ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the EMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the EMP.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the works is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the EMP.

The *Contractor* complies with environmental inspections and audits.

5.4.2 The *Contractor* complies with the following EMP:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the EMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

5.4.3 The *Contractor* complies with the following EMP:

5.4.4 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the EMP will be advised on project kick-off meeting

5.4.5 The *contractor* is responsible (in the context of the EMP only) for environmental management on the Site and Working Areas and reports to the *Project Manager*.

5.4.6 The *contractor* is responsible, inter alia, for day-to-day environmental management on the Site and Working Areas through the implementation of the EMP.

5.4.7 The EO is responsible for conducting day-to-day tasks required to ensure the EMP is correctly implemented at the Site and Working Areas.

The EO specific tasks are:

- Ensure compliance to the EMP and environmental legislation.
- Report any environmental incidents to the Principal *Contractor*.
- Ensure relevant documentation is readily available (Daily, weekly and monthly inspections and tool box talks)

- Ensure environmental protection (litter control) and awareness.
- Reporting of environmental incidents to relevant stakeholders

5.4.8 The *contractor* submits daily, weekly and monthly checklists in accordance with the EMP to the *Project Manager*.

5.5 Quality assurance requirements

5.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* and/or the *Supervisor* to satisfy the requirements as appropriate) the documented Quality Management System to be used in the performance of the works. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

5.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract.
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

5.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

5.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

5.6 Programming constraints

5.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*.

5.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of Health and Safety, design and procurement strategies/activities.

5.6.3 The *Contractor* complies with the *Employer's* programme estimated project duration of two (2) months

(8) weeks inclusive of holidays when he submits his first programme.

5.6.4 Furthermore, the number of days in excess of the number of working days anticipated to be lost due to climatic conditions are already included on the estimated project duration (refer to Table A below).

The climate is sub-tropical and rainfall figures for Richards Bay based on historical data (period 1991 - 2002) obtained from the South African Weather Service, Private Bag X097, Pretoria, 0001 are summarized in the table below:

Month	Average Precipitation in mm	Average Number Of Days With Precipitation					
		1.0mm to 5.0mm	5.1mm to 10.0mm	10.1mm to 20.0mm	20.1mm to 50.0mm	50.1mm to 100mm	100.1mm to 900mm
Jan	176.1	2.9	2.8	1.6	2.1	0.4	0.2
Feb	133.3	3.9	1.5	2.0	1.8	0.3	0.1
Mar	226.4	3.8	2.2	1.8	2.0	0.3	0.5
April	127.0	3.3	1.4	1.4	1.8	0.5	0.0
May	67.8	2.5	1.4	1.5	0.6	0.1	0.0
Jun	70.3	1.9	1.4	1.1	0.6	0.3	0.0
Jul	117.4	2.9	1.1	1.1	1.0	0.8	0.0
Aug	46.5	2.6	0.8	0.8	0.4	0.1	0.0
Sept	97.1	2.8	0.7	1.0	1.4	0.2	0.1
Oct	126.0	5.3	3.0	2.0	0.7	0.1	0.1
Nov	190.5	4.0	2.6	2.2	1.5	0.4	0.3
Dec	115.5	5.1	2.1	2.0	1.1	0.3	0.0
TOTAL	1493.9	41.0	21.0	18.5	15.0	3.8	1.3

Table A: Richards Bay average annual rainfall trends

5.6.5 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

5.6.6 It is incumbent upon the *Contractor* to submit a level-4 schedule/programme clearly showing the project duration and critical path for approval within 14 days of the award of this contract. The schedule/programme is to be discussed and agreed between the *Contractor* and Sub-Contractor's prior to submission, this must be subject to discussion and review by the Project Manager. No claim for an extension of time or acceleration must be entertained by Project Manager due to any failure of the *Contractor* and Sub-Contractor(s) to accommodate one another.

5.6.7 The *Contractor's* proposed construction programme must be in a bar chart form.

5.6.8 The *Contractor* must submit his programme within the time stated in above, to the *Project Manager* for acceptance. The programme must be in the form of a bar chart or any other time-activity form acceptable to the *Project Manager* and must clearly show:

- The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the Works. Sufficient detail must be provided to enable the *Project Manager* to be able to gauge construction progress.
- The sequence of activities and any dependencies (time or resource related) between them.
- The critical path activities.
- Key dates/information, etc. in respect of work to be carried out or to be provided by others.
- The anticipated value of work to be done during each month i.e. monthly cash flows.
- Other information specifically required by the *Project Manager*.
- The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned versus actual progress, deviations from the accepted Programme and any other remedial actions proposed by the *Contractor*.
- The *Contractor* must submit programme report information to the *Project Manager* at mutually agreed intervals in addition to the intervals for submission of revised programmes.
- All activities, including establishment on site, trimming, finishing and the completion of all minor ancillary works are to be included in the programme.

NB: The *Contractor's* performance must be strictly monitored on the provided and mutually agreed and accepted programme.

5.6.9 When drawing up her programme, the *Contractor* must, inter alia, take into consideration and make allowance for:

- Expected weather conditions and their effects.
- Known physical conditions or artificial obstructions.
- The accommodation and safeguarding of public, traffic and *Employer's* assets.
- Dealing with, altering and installing services.
- The reasonable requirements and programmes of the *Employer*.
- All other actions required in terms of this contract.

5.6.10 The following details must be submitted together with the programme:

- The number of working hours per day, working days per week, assumed holiday or shut down

periods on which the programme is based.

- The overall labour and major plant resource levels on which the programme is based.

- 5.6.11 The *Contractor* must base his initial programme of work on the scope of work as described in the project specification and the Bill of Quantities. This programme must be reviewed on a regular basis by the *Contractor* in accordance with changing circumstances, delays and amendments to the work ordered by the *Project Manager*.
- 5.6.12 Minor revisions to the accepted programme may be introduced from time to time by mutual agreement between the *Contractor* and the *Project Manager*. Should there be any major revision required in the programme, this can only be implemented through a written instruction to the *Contractor* by the *Project Manager* and subsequently a revised programme must be submitted within two weeks of receipt of such an instruction.
- 5.6.13 It should be noted that it is in the *Contractor's* interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the programme, since the accepted programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.
- 5.6.14 Acceptance of the programme merely constitutes an acknowledgement by the *Project Manager* that the Accepted Programme represents a contractually compliant, realistic, and achievable depiction of the *Contractor's* intended sequence and timing of construction of the works.
- 5.6.15 Acceptance of the programme does not relieve the *Contractor* of his duties in the terms of the contract obligations.
- 5.6.16 Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.
- 5.6.17 The *Contractor* must submit to the *Project Manager*, at least three working days before each monthly site meeting copies of the following:
- The contract programme with progress charts and programme graphs updated to reflect the planned versus actual progress to date.
 - The *Contractor* shall update the program and supply the progress reports to show actual and expected progress compared to the latest agreed Accepted Program. Progress information may be verified by the *Project Manager* at any stage.
 - A summary of progress on site over the month preceding the site meeting. The report must be in the form of a detailed narrative to the contract programme.
 - Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
 - A report on all labour, plant and materials on site.

5.7 Insurance provided by the *Employer*.

5.7.1 Insurance will be provided by the *Employer* as contained in the Contract Data – Part 1, The *Contractor* is required to provide an All-Risk Insurance and this must be included on the tendered rates.

5.8 Contract change management.

5.8.1 No additional requirements apply to ECC Clause 60 series.

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

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

- Records of design employee's location of work (if appropriate).
- Records of Equipment used and people employed outside the Working Areas (if applicable); and
- Rate breakdown for activities concerned.

5.10 The *Contractor's* Invoices.

5.10.1 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.

5.10.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.10.3 The invoice states the following:

Invoice addressed to Transnet National Ports Authority- Port of Richards Bay;
Transnet SOC Limited's VAT No: 4720103177.

6 Procurement.

6.1 People.

6.1.1 Minimum requirements of people employed on the Site

6.1.2 It is encouraged of the *Contractor* to consider employment of locally based labourers (i.e. reside within the boundaries of the City of uMhlathuze) where possible.

6.1.3 The *Contractor* performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.

6.2 Plant and Materials.

- 6.2.1 The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 6.2.2 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognized national standard, with all proprietary products installed to manufacturers' instructions.
- 6.2.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

7.3 Tests and inspections before delivery.

- 7.3.1 The *Contractor* must submit to the Supervisor details to certify that all the material complies with the quality as per specification requirements.

7.4 Marking Plant and Materials outside the Working Areas.

- 7.4.1 No Plant and Materials will be paid for before delivery to the working areas.

ANNEXURE A: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATION

SAFETY SPECIFICATION

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

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- .

PREAMBLE

WHEREAS specification of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have a Specification in writing to ensure compliance by a *Contractor*/Supplier in line with the provisions of the Act.

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

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

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS.

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

- 1.1 "Act" means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 "Contractor" means the Mandatory;
- 1.3 "COID Act" means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.4 "Effective Date" means the date of signature of this Specification by the last party signing hereto;
- 1.5 "Employer" refers to TRANSNET SOC LTD;
- 1.6 "Mandatory" means an agent, *Contractor* or sub-*Contractor* for work, but without derogating from the status in his own right as an employer or user;
- 1.7 "Parties" means TRANSNET SOC LTD and the *Contractor*, and "Party" shall mean either one of them, as the context indicates;
- 1.8 "Principal Contract" means the appointed Contractor whereby such *Contractor* has to provide goods and or services to TRANSNET SOC LTD.
- 1.9 "Regulations" means regulations promulgated in terms of the relevant legislation.
- 1.10 "Section" means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.11 "Services" means the services to be provided by the *Contractor* to TRANSNET SOC LTD.

- 1.12 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

2. PURPOSE OF SPECIFICATION.

The purpose of the specification is to assist achieving compliance OHS Act 85 of 1993 as well as Work at Height Regulation 2013.

3. REPORTING.

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

4. WARRANTY OF COMPLIANCE.

- 4.1 In terms of this Specification the *Contractor* warrants that he agrees to any of the arrangements and procedures as prescribed by the *Employer* and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The *Contractor* further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act and Merchant Shipping Act Without derogating from the generality of the above, nor from the provisions of the said Legislation, the *Contractor* shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The *Contractor* hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

5. APPOINTMENTS AND TRAINING.

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

- 5.3 Notwithstanding the provisions of the above, the *Contractor* shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. SUPERVISION, DISCIPLINE AND REPORTING.

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

7. ACCESS TO THE OHS ACT.

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

8. COOPERATION

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

9. WORK PROCEDURES.

- 9.1 The *Contractor* shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The *Contractor* shall then ensure that his responsible persons and employees are familiar with such mitigation measures.

- 9.2 The *Contractor* shall implement any other safe work practices as prescribed by the *Employer* and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the *Employer* and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The *Contractor* shall ensure that work for which any permit is required by the *Employer* is not performed by his employees prior to the *Employer* obtaining such permit from the *Contractor*.
- 9.4 For every task to be performed including, but not limited to:
- Site establishment – Evacuation & emergency procedures / Rubble & refuse removal / Loading & off-loading.
 - PPE – Issue and control / UEMP.
 - Work Areas – Buildings / Rooftop / High Mask / Access & Egress / Quayside / Vegetated Areas / Use of ladders / Elevated work / Roadwork

10. **COMPENSATION REGISTRATION INSURANCE.**

- 10.1 The *Contractor* shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The *Contractor* shall further ensure that the cover remain in force while any such employee is present on the premises.
- 10.2 The *Contractor* shall ensure that they have insurance cover to the value of 10 million for the duration of the contract.

11. **MEDICAL EXAMINATIONS.**

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

12. **INCIDENT REPORTING AND INVESTIGATION.**

- 12.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the *Contractor* to the Department of Labour and to the *Employer*. The *Employer* shall further be provided with copies of any written documentation relating to any incident.
- 12.2 The *Employer* retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13. SUBCONTRACTORS.

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

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

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

13.1.3 The *Contractor* shall inform the *Employer* of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.

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

14. SECURITY AND ACCESS.

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

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

14.3 The *Contractor* shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery or equipment to be removed from the *Employer's* premises.

15. FIRE PRECAUTIONS AND FACILITIES.

- 15.1 The *Contractor* shall ensure that an adequate supply of fire-protection and first-aid facilities are provided on all vehicles that will be transporting Transnet employees.
- 15.2 The *Contractor* shall further ensure that all his employees are familiar with fire precautions, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16. ABLUTION FACILITIES.

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

17. HYGIENE AND CLEANLINESS.

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

18. NO NUISANCE.

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

19. INTOXICATION NOT ALLOWED.

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

20. PERSONAL PROTECTIVE EQUIPMENT.

- 20.1 The *Contractor* shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The *Contractor* shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.
- 20.2 The *Contractor* shall ensure that his/her employees are provided with appropriate personal protective equipment. These shall include but is not limited to:
- Hand protection;
 - Head protection (Hard Hat must be used in accordance with SANS 1397);
 - No-slippery shoes
 - Service provider uniform
 - Steel toe-capped footwear
 - Hearing protection SABS 1451
 - Wearing of short trousers/pants not allowed
 - Life Jackets (All work carried out within 2 meters from the edge of quay wall)

21. TOOLS, MACHINERY AND EQUIPMENT.

- 21.1 The *Contractor* shall ensure that all the tools, machinery, equipment and/or vehicles he may wish to utilize on the *Employer's* premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10(4) of the OHS Act, the *Contractor* hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the *Employer*, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.
- 21.3 All equipment such as cherry picker, vehicles shall be in good working order and compliant with legal requirements. Cleaning or repairing of equipment is not permitted in offices areas.
- 21.4 The company is not responsible for the health and safety of a *Contractor's* employees and/or for the loss of the *Contractor's* equipment as a result of any cause whatsoever.
- 21.5 Safety harness to be worn, not safety belts when working on heights exceeding 3 meters.
- 21.6 All tools and equipment must be inspected by the *Supervisor/Safety* before used on site.
- 21.7 All equipment shall be stored in designated areas and not haphazardly.
- 21.8 The *Contractor* shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.

22. NO USAGE OF THE EMPLOYER'S EQUIPMENT.

22.1 The *Contractor* hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment such as cherry picker, ladders, vehicles of the *Employer* unless the prior written consent of the *Employer* has been obtained, in which case the *Contractor* shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

23. TRANSPORT.

23.1 The *Contractor* shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The *Contractor* shall ensure that all drivers shall have relevant and valid driving licenses, PDP and the *Contractor* shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.

23.2 In the event that any hazardous substances are to be transported on the premises, the *Contractor* shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

24. CLARIFICATION.

24.1 In the event that the *Contractor* requires clarification of any of the terms or provisions of this Specification, he should take the necessary steps to contact the Risk Manager of the *Employer* to obtain such clarification.

25. DURATION OF SPECIFICATION.

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

26. NON-COMPLIANCE WITH THE SPECIFICATION.

26.1 If the *Contractor/Supplier* fails to comply with any provisions of this Specification, the *Employer* shall be entitled to give the *Contractor/Supplier* 7 (seven) days written notice to remedy such non-compliance and if the *Contractor/Supplier* fails to comply with such notice, then the *Employer* shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the *Contractor/Supplier* may have in law,

26.1.1 To claim immediate performance and/or payment of such obligations.

26.2 Should *Contractor/Supplier* continue to breach the contract on three occasions, then the *Employer* is authorized to suspend the main contract without complying with the condition stated in the clause above.

27. PERMITS AND LICENCES.

27.1 Any activity that requires license permit or authorization from Transnet National Port Authority or any Government that is prescribed by legislative requirements must be obtained before the commencement of work. The permits issued by TNPA employee will need to be canceled by TNPA employee. The *Contractor* shall comply with

27.2 The requirements of the permit, license or authorization at all times. These permits licenses and/or authorizations include:

- ❖ Operating Cherry Picker
- ❖ Working at Heights
- ❖ Confined Spaces
- ❖ Use of cameras

28. WASTE MANAGEMENT.

Waste may not be disposed of unless the disposal of that waste is authorized by law. The *Contractor* must therefore ensure that all waste that is generated is handled, stored, transported and disposed of in accordance with the requirements of the applicable legislation / local authority.

No waste may be removed from the project site to a waste storage or disposal facility unless that facility has been approved for use by the nominated project management representative.

An adequate number of waste bins and skips must be provided by the *Contractor* and suitable arrangements must be made to ensure that these bins and skis are emptied regularly.

Hazardous wastes must be kept separate from general wastes.

29. HEADINGS.

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

30. SAFETY, HEALTH AND ENVIROMENTAL FILE.

Principal *Contractor* must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all *Contractors* on site that are accountable to the Principal *Contractor* and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

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

PICTURES OF DREDGING RECLAMATION FLOATING PIPE



TRANSNET



national ports
authority

1. SITE PICTURES



